



San Bernardino Associated Governments

1170 W. 3rd Street, San Bernardino, CA 92410

Phone: (909) 884-8276 Fax: (909) 885-4407

Web: www.sanbag.ca.gov



•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

AGENDA

Mountain/Desert Committee Measure I Committee

June 16, 2006

9:00 a.m.

Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA

Mountain/Desert Committee Membership

Chair

Bill Postmus

Board of Supervisors

Vice Chair

*James Lindley, Council Member
City of Hesperia*

*Kevin Cole, Council Member
City of Twentynine Palms*

*Paul Cook, Mayor
Town of Yucca Valley*

*Lawrence Dale, Mayor
City of Barstow*

*Dennis Hansberger
Board of Supervisors*

*Darrell Mulvihill,
Council Member
City of Big Bear Lake*

*Trinidad Perez, Mayor Pro Tem
City of Adelanto*

*Rick Roelle, Mayor Pro Tem
Town of Apple Valley*

*Mike Rothschild, Mayor
City of Victorville*

*Rebecca Valentine,
Council Member
City of Needles*

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

The San Bernardino County Transportation Commission, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.

The San Bernardino County Transportation Authority, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.

The Service Authority for Freeway Emergencies, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.

The Congestion Management Agency, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.

As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

**San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency**

AGENDA

**Mountain/Desert Committee
*Measure I Committee**

**June 16, 2006
9:00 a.m.**

Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA

CALL TO ORDER
(Meeting Chaired by Bill Postmus)

- I. Attendance:
- II. Announcements:
- III. Agenda Notices/Modifications:

1. **Possible Conflict of Interest Issues for the Mountain/Desert Committee Meeting of June 16, 2006.** Pg. 6

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

Notes/Actions

Consent Calendar

* Items marked with an asterisk denote review/action by both the Mountain/Desert Committee and Measure I Committee.

2. Attendance Register

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A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Discussion Items

* Items marked with an asterisk denote review by both the Mountain/Desert Committee and Measure I Committee.

3. 2006 Measure I Population Estimates for Measure I Allocations

Pg. 9

Adopt the 2006 population estimates for use in allocation of Measure I Local Pass-Through Funds. **Ryan Graham**

4. Mountain/Desert Measure I Audits

Pg. 17

Accept the Measure I Summary Audit Report of Local Pass-Through Funds for the year ending June 30, 2005, for the jurisdictions in the Mountain/Desert Subregion. **Ryan Graham**

5. Request for Proposals for the US-395 Realignment Environmental Impact Report

Pg. 51

Approve the release of Request for Proposals (RFP) No. 07017 for Preparation of a program level Environmental Impact Report (EIR) for the realignment of US-395 from I-15 in Hesperia to current US-395 in northern Adelanto. **Ryan Graham**

6. Presentation on right-of-way preservation strategies being used for the proposed Mid-County Parkway in western Riverside County.

Pg. 94

Receive presentation from Cathy Bechtel of the Riverside County Transportation Commission. **Steve Smith**

Public Comments

Items under this heading will be referred to staff for further study, research, completion and/or future actions.

15. Additional Items from Committee Members

16. Brief Comments by the General Public

Additional Information

Acronym List

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ADJOURNMENT

Complete packages of this agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Next Mountain/Desert Committee Meeting – July 21, 2006

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: June 16, 2006

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the Board of Directors may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
		None	

Financial Impact: This item has no direct impact on the budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and Policy Committee members.

*

Approved

Mountain/Desert Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

MOUNTAIN/DESERT COMMITTEE ATTENDANCE ROSTER – 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Kevin Cole City of Twentynine Palms		**		X	**							
Paul Cook Town of Yucca Valley	X	**		X	**							
Lawrence Dale City of Barstow	X	**	X	X	**							
Dennis Hansberger County of San Bernardino	X	**	X	X	**							
James Lindley City of Hesperia	X	**	X	X	**							
Darrell Mulvihill City of Big Bear Lake		**	X		**							
Bill Postmus County of San Bernardino	X	**			**							
Rick Roelle Town of Apple Valley	X	**		X	**							
Mike Rothschild City of Victorville	X	**		X	**							
Rebecca Valentine City of Needles	X	**	X	X	**							
Trinidad Perez City of Adelanto	X	**	X		**							

*Non-voting City Representative attended

+ Measure 1 Committee representative

**The Mountain/Desert Committee did not meet

*** New SANBAG Board Member

The crossed-out boxes indicate members who were not on the committee as of that month.

The empty boxes indicate member who did not attend the meeting that month.

MOUNTAIN/DESERT COMMITTEE ATTENDANCE ROSTER – 2005

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Kevin Cole City of Twentynine Palms	X	X		**	X		**		X	X	**	X
Paul Cook Town of Yucca Valley	X	X	X	**	X	X	**	X	X	X	**	X
Lawrence Dale City of Barstow	X	X	X	**	X		**	X		X	**	
Dennis Hansberger County of San Bernardino		X		**	X	X	**	X	X	X	**	X
James Lindley City of Hesperia	X	X	X	**	X	X	**		X	X	**	X
Darrell Mulvihill City of Big Bear Lake		X	X	**		X	**	X		X	**	X
Bill Postmus County of San Bernardino		X	X	**	X		**	X			**	X
Rick Roelle Town of Apple Valley	X	X	X	**	X	X	**	X	X	X	**	X
Mike Rothschild City of Victorville	X	X	X	**			**	X	X	X	**	X
Rebecca Valentine City of Needles	X	X	X	**	X	X	**	X	X	X	**	X
Trinidad Perez City of Adelanto	X		X	**	X	X	**	X		X	**	X

*Non-voting City Representative attended
Measure I Committee representative

**The Mountain/Desert Committee did not meet

*** New SANBAG Board Member

The crossed-out boxes indicate members who were not on the committee as of that month.
The empty boxes indicate member who did not attend the meeting that month.

- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: June 16, 2006

Subject: 2006 Measure I Population Estimates for Measure I Allocations

Recommendation:* Adopt the 2006 population estimates for use in allocation of Measure I Local Pass-Through Funds

Background: Population estimates for the cities and unincorporated territory within each Measure I Subarea are used in the allocation of Measure I funds. The Valley distribution formula for Local Pass-Through Funds is based strictly upon population, while the Mountain/Desert formula contains both population and point of generation components. The formulas are updated annually, using the State Department of Finance population estimates for January 1 of each year. The San Bernardino County Demographic Research Unit disaggregates the unincorporated population by Measure I Subarea, based on the building permit activity and controlled to the Department of Finance unincorporated total.

The January 1 population estimates contained in this agenda item are recommended for approval and use in allocation of Measure I Local Pass-Through Funds. Jurisdictions in the Mountain/Desert show slight population gains from the prior year; however, there should be no recognizable shift in Measure I fund allocations related to population.

*

Approved
Mountain/Desert Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

MDC0606A-RPG.DOC

Attachments: MIPop2005-ADG.XLS, MIPop2006-RPG.XLS

Both the 2006 population estimates and the 2005 population estimates are included in this agenda item for comparative purposes. The population for the Mountain/Desert Region increased from 505,269 in 2005 to 527,687 in 2006. The percent of the county total of the Mountain/Desert Region increased by .53% from 2005 to 2006. Over the past two years, the Mountain/Desert Region has seen its percent share of the county total increase by 1.07%.

Financial Impact: This item has no direct impact upon the SANBAG budget. The adopted population estimates are incorporated into the allocation formula for distribution to local jurisdictions. The distribution of Measure I funds will be adjusted retroactive to January 1, 2006, to reflect each jurisdictions' relative proportion of population within the Measure I subarea.

Reviewed By: This item is scheduled for review by the Mountain/Desert Committee on June 16, 2006

Responsible Staff: Ryan Graham
Transportation Planning Specialist

MEASURE I 2006 POPULATION ESTIMATES (Continued)					
PREPARED BY SAN BERNARDINO COUNTY PLANNING DEMOGRAPHIC RESEARCH UNIT					
PLANNING REGION	(1) DOF/CO 2006	(2) ADJUSTMENT	2005 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
WEST VALLEY					
CHINO	78,055		78,055	5.33%	
CHINO HILLS	77,969		77,969	5.33%	
FONTANA	165,462		165,462	11.30%	
MONTCLAIR	35,648		35,648	2.43%	
ONTARIO	171,113		171,113	11.69%	
RANCHO CUCAMONGA	170,479		170,479	11.64%	
UPLAND	74,099		74,099	5.06%	
UNINCORPORATED	72,129		72,129	4.93%	
TOTAL WEST VALLEY			844,954	57.71%	
EAST VALLEY					
COLTON	51,781		51,781	3.54%	
GRAND TERRACE	12,380		12,380	0.85%	
HIGHLAND	51,489		51,489	3.52%	
LOMA LINDA	21,912		21,912	1.50%	
REDLANDS	71,086		71,086	4.86%	
RIALTO	99,189		99,189	6.77%	
SAN BERNARDINO	201,823		201,823	13.78%	
YUCAIPA	50,553		50,553	3.45%	
UNINCORPORATED	58,975		58,975	4.03%	
TOTAL EAST VALLEY			619,188	42.29%	
TOTAL VALLEY			1,464,142	100.00%	73.51%
MOUNTAINS					
BIG BEAR LAKE	6,182		6,182	11.74%	

MEASURE I 2006 POPULATION ESTIMATES (Continued)					
PREPARED BY SAN BERNARDINO COUNTY PLANNING DEMOGRAPHIC RESEARCH UNIT					
PLANNING REGION	(1) DOF/CO 2006	(2) ADJUSTMENT	2005 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
UNINCORPORATED	46,487	(3)	46,487	88.26%	
TOTAL MOUNTAINS			52,669	100.00%	2.64%
NORTH DESERT					
BARSTOW	23,599		23,599	40.14%	
UNINCORPORATED	35,190		35,190	59.86%	
TOTAL NORTH DESERT			58,789	100.00%	2.95%
COLORADO RIVER					
NEEDLES	5,681		5,681	70.51%	
UNINCORPORATED	2,376		2,376	29.49%	
TOTAL COLORADO RIVER			8,057	100.00%	0.40%
MORONGO BASIN					
TWENTYNINE PALMS	27,498	(4)	27,498	37.57%	
YUCCA VALLEY	20,537		20,537	28.06%	
UNINCORPORATED	25,149		25,149	34.36%	
TOTAL MORONGO BASIN			73,184	100.00%	3.67%
VICTOR VALLEY					
ADELANTO	24,880	(5)	24,880	7.43%	
APPLE VALLEY	67,507	(5)	67,507	20.15%	
HESPERIA	80,268	(5)	80,268	23.96%	
VICTORVILLE	95,145	(5)	95,145	28.40%	
UNINCORPORATED (3)	67,188	(5)	67,188	20.06%	
TOTAL VICTOR VALLEY	334,988		334,988	100.00%	16.82%

MEASURE I 2006 POPULATION ESTIMATES					
PREPARED BY SAN BERNARDINO COUNTY PLANNING DEMOGRAPHIC RESEARCH UNIT					
PLANNING REGION	(1) DOF/CO 2006	(2) ADJUSTMENT	2005 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
TOTAL DESERT			475,018		
TOTAL MOUNTAIN/DESERT			527,687		26.49%
SUMMARY:					
TOTAL INCORPORATED	1,684,335		1,684,335		84.56%
TOTAL UNINCORPORATED	307,494		307,494		15.44%
TOTAL COUNTY	1,991,829		1,991,829		100.00%

- (1) - CITY FIGURES FROM DOF JANUARY 1, 2006 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.
- (2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.
- (3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I.
- (4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS.
- (5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY.

MEASURE I 2005 POPULATION ESTIMATES (Continued) PREPARED BY SAN BERNARDINO COUNTY DEMOGRAPHIC RESEARCH UNIT					
PLANNING REGION	(1) DOF/CO 2005	(2) ADJUSTMENT	2005 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
WEST VALLEY					
CHINO	76,070		76,070	5.28%	
CHINO HILLS	77,819		77,819	5.40%	
FONTANA	160,015		160,015	11.10%	
MONTCLAIR	35,530		35,530	2.47%	
ONTARIO	170,373		170,373	11.82%	
RANCHO CUCAMONGA	161,830		161,830	11.23%	
UPLAND	73,697		73,697	5.11%	
UNINCORPORATED	72,116		72,116	5.00%	
TOTAL WEST VALLEY			827,450	57.42%	
EAST VALLEY					
COLTON	51,627		51,627	3.58%	
GRAND TERRACE	12,392		12,392	0.86%	
HIGHLAND	50,860		50,860	3.53%	
LOMA LINDA	21,592		21,592	1.50%	
REDLANDS	70,324		70,324	4.88%	
RIALTO	99,242		99,242	6.89%	
SAN BERNARDINO	199,803		199,803	13.87%	
YUCAIPA	49,388		49,388	3.43%	
UNINCORPORATED	58,255		58,255	4.04%	
TOTAL EAST VALLEY			613,483	42.58%	
TOTAL VALLEY			1,440,933	100.00%	74.04%
MOUNTAINS					
BIG BEAR LAKE	6,148		6,148	11.76%	
UNINCORPORATED	46,147	(3)	46,147	88.24%	

MEASURE I 2005 POPULATION ESTIMATES (Continued) PREPARED BY SAN BERNARDINO COUNTY DEMOGRAPHIC RESEARCH UNIT					
PLANNING REGION	(1) DOF/CO 2005	(2) ADJUSTMENT	2005 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
TOTAL MOUNTAINS			52,295	100.00%	2.69%
NORTH DESERT					
BARSTOW	23,546		23,546	40.12%	
UNINCORPORATED	35,149		35,149	59.88%	
TOTAL NORTH DESERT			58,695	100.00%	3.02%
COLORADO RIVER					
NEEDLES	5,553		5,553	70.19%	
UNINCORPORATED	2,358		2,358	29.81%	
TOTAL COLORADO RIVER			7,911	100.00%	0.41%
MORONGO BASIN					
TWENTYNINE PALMS	27,337	(4)	27,337	38.07%	
YUCCA VALLEY	19,726		19,726	27.47%	
UNINCORPORATED	24,737		24,737	34.45%	
TOTAL MORONGO BASIN			71,800	100.00%	3.69%
VICTOR VALLEY					
ADELANTO	23,418	(5)	23,418	7.44%	
APPLE VALLEY	63,853	(5)	63,853	20.30%	
HESPERIA	76,114	(5)	76,114	24.20%	
VICTORVILLE	86,473	(5)	86,473	27.49%	
UNINCORPORATED (3)	64,710	(5)	64,710	20.57%	
TOTAL VICTOR VALLEY	314,568		314,568	100.00%	16.16%

MEASURE I 2005 POPULATION ESTIMATES					
PREPARED BY SAN BERNARDINO COUNTY DEMOGRAPHIC RESEARCH UNIT					
TOTAL DESERT			452,974		
PLANNING REGION	(1) DOF/CO 2005	(2) ADJUSTMENT	2005 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
TOTAL MOUNTAIN/DESERT			505,269		25.96%
SUMMARY:					
TOTAL INCORPORATED	1,642,730		1,642,730		84.41%
TOTAL UNINCORPORATED	303,472		303,472		15.59%
TOTAL COUNTY	1,946,202		1,946,202		100.00%

- (1) - CITY FIGURES FROM DOF JANUARY 1, 2005 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.
- (2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.
- (3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I.
- (4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS.
- (5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: June 16, 2006

Subject: Mountain/Desert Measure I Audits

Recommendation:* Accept the Measure I Summary Audit Report of Local Pass-Through Funds for the year ending June 30, 2005, for the jurisdictions in the Mountain/Desert Subregion.

Background: Each year SANBAG provides for audits of all local jurisdictions receiving Measure I Local Pass-Through Funds. The audits examine both financial and compliance issues related to Measure I expenditures. This item contains the draft report summarizing audit findings for each jurisdiction in the Mountain/Desert area of the county.

To date, SANBAG has received final audits for every jurisdiction in the Mountain/ Desert with the exception of the Town of Apple Valley and the City of Hesperia, although this report includes the audit information based on their draft audits. The report indicates that Mountain/Desert jurisdictions received \$22,048,879 in Measure I revenue and had remaining fund balances of \$34,794,538. There was one continuing material finding of non-compliance in the Mountain/Desert area in that the City of Adelanto made advances/loans of Measure I revenues to other funds within the City in 2000/2001. The City of Adelanto and SANBAG Board of Directors have approved an agreement relative to repayment to the Measure I fund in 2004, and the City is in compliance with the

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Approved
Mountain/Desert Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

repayment agreement. As of June 30, 2005, the City of Adelanto has repaid the Measure I fund \$400,000.

Financial Impact: This item has no direct impact upon the SANBAG budget. Measure I Local Pass-Through Funds are distributed by SANBAG and held by each local jurisdiction in a special Measure I fund. SANBAG expenses relative to the administration of the Measure I program are consistent with the adopted budget, Task No. 0650500, Measure I Administration – Mountain/Desert General.

Reviewed By: This item is scheduled for review by the Mountain/Desert Committee on June 16, 2006.

Responsible Staff: Ryan Graham
Transportation Planning Specialist

MEASURE I LOCAL PASS-THROUGH FUNDS

2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

The Measure I Local Pass-Through Funds were created as part of the half cent Retail Transactions and Use Tax approved by the voters of San Bernardino County in 1989 to be used for transportation improvements and traffic management. In its capacity as San Bernardino County Transportation Authority, San Bernardino Associated Governments (SANBAG) is responsible for administration of funds and implementation of programs identified in the Measure.

This report provides summary information on revenue and expenditures of the Measure I Local Pass-Through Funds during Fiscal Year 2004-2005 for each of the cities and the County unincorporated areas within each of the Measure I subareas. This report covers the fifteenth year in which Measure I revenue has been distributed to local jurisdictions within San Bernardino County for local transportation projects.

In the Valley subregion of the County, Local Pass-Through Funds are distributed to the cities and County for local street and road projects. Valley jurisdictions receive funds based upon the ratio of their population to the total Valley population. The Mountain/Desert jurisdictions receive Measure I Local Pass-Through Funds to be expended for transportation projects as specified in the Measure, whereby funds are to be expended for local road projects (30%), arterial and regional road projects (65%), and for elderly and handicapped transportation services (5%). Mountain/Desert revenue is allocated to each subarea based upon the funds generated within each subarea and distributed to each jurisdiction within the subarea based upon a formula of 50% population and 50% point of generation.

This summary report provides information relative to both the financial and compliance audits conducted by Miers & Miers, Certified Public Accountants, of twenty-four city funds and the six subarea funds administered by the County. The financial audits consist of examination of financial statements and accounting principles, while the compliance audits examine expenditures to insure conformity with the Measure I Policies adopted by the San Bernardino Associated Governments Board of Directors.

REVENUE

Local jurisdictions receive retail transactions and use tax revenue from San Bernardino Associated Governments each month, based on the allocation formulas contained in the Measure I Expenditure Plans. The revenue is maintained in the Special Measure I Transportation Sales Tax Fund of each local jurisdiction. Interest received from the investment

of these funds is deposited into the special Measure I Fund to be used for transportation projects approved by the governing bodies.

Countywide, Measure I revenue increased in 2004/2005 by 17.4% over the prior year. Following is a summary of the Measure I Local Pass-Through Funds distribution and interest accrued during 2004/2005.

LOCAL PASS-THROUGH FUNDS
Year Ending June 30, 2005

SUBREGION	REVENUE	INTEREST	TOTAL REVENUE
Valley*	\$19,920,478	\$1,621,445	\$21,541,923
Mountain/Desert	\$18,678,338	\$1,651,109	\$23,733,627
TOTAL	\$38,598,816	\$3,272,554	\$45,275,550

* Total does not include the City of Colton, which was not available at the time of this report's preparation.

EXPENDITURES AND FUND BALANCES

Expenditures of Measure I Local Pass-Through Funds are made pursuant to the Five Year Capital Improvement Plans and Twenty-Year Transportation Plans adopted annually by the City/Town Councils and the Board of Supervisors. Specific projects funded by the Measure I Local Pass-Through Funds in each jurisdiction are identified in the jurisdictional tables contained in this report. Total expenditures and fund balances remaining on June 30, 2004, are as follows:

SUBREGION	2003-2004 FUND BALANCE	2004-2005 EXPENDITURES	FUND BALANCE June 30, 2005
Valley*	\$35,423,861	\$17,109,404	\$39,964,160
Mountain/Desert	\$37,587,076	\$26,281,787	\$34,794,538
TOTAL	\$73,010,937	\$43,391,191	\$74,758,698

* Total does not include the City of Colton, which was not available at the time of this report's preparation.

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MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT 2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
ADELANTO							
Regional/Arterial	\$492,291	\$45,144	\$537,435	\$2,582,746	\$429,430	Total Regional/Arterial	\$2,690,751
					\$189,746	Hwy. 395, signalization/widening	
					\$21,939	City-wide pavement management system report	
					\$137,472	Mojave/Hwy. 395 signalization, widening	
					\$77,003	Adelanto Towne Center, paving, signalization, widening	
					\$3,270	Ballot registrar costs	
Local	\$227,211	\$15,870	\$243,081	\$911,392	\$70,069	Total Local	\$1,084,404
					\$68,162	City-wide local streets, general street repairs	
					\$1,907	Ballot registrar costs	
E&H Transit	\$37,868	\$552	\$38,420	\$53,000	\$31,273	Total E&H Transit / VVTA	\$60,147
					\$31,000	Victor Valley Transit Authority	
					\$273	Ballot registrar costs	
TOTAL	\$757,370	\$61,566	\$818,936	\$3,547,138	\$530,772	Total Expenditures	\$3,835,302

* May include reimbursements to the Measure I Fund and other revenue.

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
APPLE VALLEY*** Regional/Arterial	\$1,399,078	\$473,695	\$1,872,773	\$3,471,845	\$1,876,883	Total Regional/Arterial	\$3,467,735
					\$11,705	Bear Valley Road./Kiowa Rd. to Mojave River, rehabilitation	
					\$1,245,796	Apple Valley Rd./Hwy. 18 to Bear Valley Rd., widen	
					\$177,371	Dale Evans Pkwy., construct median	
					\$5,109	High Desert Corridor, construct new road	
					\$559	Highway 18/west of Apple Valley Rd. to Corwin Rd., widen	
					\$426,004	Joshua Rd./Standing Rock Rd to Cahuilla Rd., construct new road	
					\$10,339	Ballot registrar costs	
					\$2,335,670	Total Local	
					\$1,305,388***	Town-wide streets, per the PMS, rehabilitation	
Local	\$645,728	\$20,850	\$666,578	\$3,336,894	\$1,025,510**	Apple Valley Rd./Hwy. 18 to Bear Valley Rd., widen	\$1,667,802
					\$4,772	Ballot registrar costs	
					\$90,795	Total E&H Transit / VVTA	
					\$90,000	VVTA	
E&H Transit	\$107,621	\$4,624	\$112,245	\$160,103	\$795	Ballot registrar costs	\$181,553
					\$4,303,348	Total Expenditures	
TOTAL	\$2,152,427	\$499,169	\$2,651,596	\$6,968,842			\$5,317,090

* May include reimbursements to the Measure I fund and other revenue

** Expenditures not authorized per the Town's Measure I Five Year Capital Improvement Plan

*** Expenditures exceeded the categorical project expenditure limitation of one-half of annual Measure I revenue

**** Apple Valley's audit was not yet final at the time of this report's preparation. These values listed in the report reflect the values listed in Apple Valley's draft audit.

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR** FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END** FUND BALANCE
BARSTOW							
Regional/Arterial	\$1,110,742	\$18,806	\$1,129,548	(\$2,768,423)	\$9,609	Total Regional/Arterial	(\$1,877,780)
					\$1,286	I-15/Lenwood Rd. Interchange,	
						landscaping	
					\$8,323	Ballot Registrar costs	
Local	\$512,650	\$71,898	\$584,548	\$2,232,013	\$3,195,793	Total Local	(\$379,232)
					\$536,467	Rimrock Rd./Barstow Rd to Agarita,	
						reconstruction	
					\$568,524	Lenwood Rd./Commerce Pwky to	
						3/4 mile west, reconstruction	
					\$967,809	W. Main St./Barstow Rd to Muriel	
						Rd	
					\$97,146	1st Ave./Irwin Rd., realignment	
					\$15,586	West Main St./Ave. L to Ave. H.,	
						reconstruction	
					\$19,511	West Main St./Ave. A to Ave. H,	
						reconstruction	
					\$698,164	East Main/Coolwater to Yucca,	
						reconstruction	
					\$325,000	Annual street maintenance, local	
						street reconstruction	
					(\$38,636)	Sidewalk project	
					\$2,381	Armory Rd./Muriel Dr., traffic signal	
					\$3,841	Ballot Registrar costs	
					\$78,764	Total E&H Transit / BAT	\$404,460
E&H Transit	\$85,441	\$13,010	\$98,451	\$384,773	\$78,124	Barstow Transit	
					640	Ballot Registrar costs	
					\$3,284,166	Total Expenditures	
TOTAL	\$1,708,833	\$103,714	\$1,812,547	(\$151,637)			(\$1,852,552)

* May include reimbursements to the Measure I Fund and other revenue.

** Negative balances indicate debt related to Bond Program

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR** FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END** FUND BALANCE
BIG BEAR LAKE							
Regional/Arterial	\$405,261	\$5,221	\$410,482	(\$278,340)	\$259,776	Total Regional/Arterial	
					\$254,308	Fox Farm, street rehabilitation	
					\$2,437	SR 18/Paine Rd./Village Dr., new	
						traffic signal	
					\$3,031	Ballot registrar costs	\$24,337
					\$183,413	Total Local	
Local	\$187,043	\$511	\$187,554	\$20,196	\$101,424	Fox Farm, street rehabilitation	
					\$9,059	Paine Rd., intersection	
					\$71,532	City-wide locations, public works	
						street maintenance	
					\$1,398	Ballot registrar costs	
E&H Transit	\$31,174	\$429	\$31,603	\$21,783	\$27,869	Total E&H Transit	\$25,517
					\$27,636	MARTA	
					\$233	Ballot registrar costs	
TOTAL	\$623,478	\$6,161	\$629,639	(\$236,361)	\$471,058	Total Expenditures	(\$77,780)

* May include reimbursements to the Measure I Fund and other revenue.

** Negative balances indicate debt related to Bond Program

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
HESPERIA Regional/Arterial	\$1,924,737	\$63,550	\$1,988,287	(\$2,657,064)	\$1,560,232	Total Regional/Arterial	(\$2,229,009)
					\$11,452	Rancho Rd./Interstate 15, project study report	
					\$12,613	Bear Valley Rd, pavement rehabilitation	
					\$70,802	Summit Valley Rd., paving project (County)	
					\$104,444	Highway 395, (SANBAG project)	
					\$800,539	City-wide pavement rehabilitation and overlay (Amargosa Rd./Cataba Dr. to Palmetto Wy., Cataba Dr./Main St. to Amargosa Rd., Cottonwood Ave./Bear Valley Rd to Sycamore St., Eucalyptus St./Maple Ave. to 7th Ave., Hesperia Rd./Olive St. to Bear Valley Rd., Main St./Mesa Linda St. to C. Ave., Maple Ave./Main St to Mariposa Rd, Mesa Linda Ave./Main St. to Poplar St./Hwy395 to Mesa Linda Ave., Sultana St./Maple Ave. to Hickory Ave., Willow St./Tamarisk Ave. to Maple Ave.)	
					\$330,397	City-wide pavement rehabilitation, Fund 18	

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
HESPERIA (Continued)							
Local	\$888,349	\$25,929	\$914,269	(\$1,161,835)	\$13,948	Ballot measure registrar costs	(\$1,007,393)
					\$216,037	Bond Interest	
					\$759,827	Total Local	
					\$5,487	Rancho Rd./Interstate 15, project study report	
					\$6,043	Bear Valley Rd, pavement rehabilitation	
					\$33,921	Summit Valley Rd., paving project (County)	
					\$445,628	City-wide pavement rehabilitation (Apatite Ave., Arcadia St., Arroyo Ave., Balsam Ave., Bangor Ave., Birch St., Buckthorn Ave., Capri St., Cypress Ave., First Ave., Garnet Ave., Hawthorne Ave., Hemlock Ave., Juniper St., Key Pointe Ave., Lemon St., Manzanita St., Newhall Ave., Niles Dr., Oakwood Ave., Outer Bear Valley Rd., Plumas St., Primrose Ave., Primrose Ln., Redding St., Redwood Ave., Riverside St., Sequoia St., Shahraption Ave., Shanri-la Ave., Sherborn Ave., Sycamore St., Tamarisk Ave., Topaz Ave., Trinity Dr., Turko Ave., Verde St., Willow St.)	
					\$158,293	City-wide pavement rehabilitation, Fund 18	

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
HESPERIA (Continued)							
E&H Transit	\$148,057	\$1,241	\$149,298	\$191,470	\$6,437	Ballot measure registrar costs	
					\$104,018	Bond Interest	
TOTAL	\$2,961,143	\$90,720	\$3,051,854	(\$3,627,429)	\$121,073	Total E&H Transit / VVTA	\$219,695
					\$2,441,132	Total Expenditures	(\$3,016,707)

* May include reimbursements to the Measure I Fund and other revenue.

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
NEEDLES							
Regional/Arterial	\$151,050	\$2,362	\$153,412	\$122,678	\$31,659	Total Regional/Arterial	\$244,431
					\$29,759	Northside paving/N, O, Q, R and Race streets, pavement reconstruction	
					\$788	K St./Needles Highway contribution	
					\$1,112	Improvements	
					\$424,534	Ballot measure registration costs	
Local	\$69,176	\$3,367	\$99,679	\$517,865	\$424,021	Total Local	\$193,010
					\$513	Northside paving/N, O, Q, R and Race streets, pavement reconstruction	
					\$13,085	Ballot measure registration costs	
E&H Transit	\$11,619	\$279	\$18,410	\$23,521	\$12,999	Total E&H Transit	\$28,846
					\$86	Needles Area Transit	
					\$469,278	Ballot measure registration costs	
TOTAL	\$231,845	\$6,008	\$271,501	\$664,064		Total Expenditures	\$466,287

* May include reimbursements to the Measure I Fund and other revenue.

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
TWENTYNINE PALMS							
Regional/Arterial	\$507,754	\$42,486	\$550,240	\$2,829,349	\$2,061,607	Total Regional/Arterial	\$1,317,982
					\$1,252,085	Two Mile Rd./Sunrise to Lear, engineering and paving dirt portion	
					\$387,298	Two Mile Rd./Utah Tr. To Adobe Rd. overlay	
					\$300,169	Utah Tr./Two Mile Rd. to Amboy Rd. widen and overlay	
					\$77,622	Various locations, pavement management program, evaluate and prioritize street plans	
					\$1,255	Highway 62/Sunrise Rd. to Canyon Rd., widen and install turn lane	
					\$16,212	Adobe R./Amboy Rd. to Main Gate of Marine Corps Base, overlay (to be partially reimbursed by Federal ISTEA funds)	
					\$22,024**	Various locations, pavement	
					\$1,455	Various locations, Congestion Management Program	
					\$3,487	Ballot registrar costs	
					\$223,810	Total Local	
					\$198,185	Lupine Ave./Hwy 62 to Two Mile Rd., widen and berms	
					\$22,344**	Morongo Rd./El Paseo Dr. to Two Mile Rd., survey and engineering for connecting road	
					\$1,247**	Various locations, pavement	
Local	\$234,348	\$4,364	\$238,712	\$97,261			\$97,261

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
TWENTYNINE PALMS (Continued)							
E&H Transit	\$39,058	\$565	\$39,623	\$19,864	\$2,034	Ballot registrar costs	
					\$32,290	Total E&H Transit	\$27,017
					\$32,000	Morongo Basin Transit Authority	
					\$290	Ballot registrar costs	
TOTAL	\$781,160	\$47,415	\$828,575	\$2,946,474	\$2,317,707	Total Expenditures	\$1,442,260

* May include reimbursements to the Measure I Fund and other revenue.

** Expenditures not authorized per the City's Measure I Five Year Capital Improvement Plan

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
VICTORVILLE Regional/Arterial	\$4,219,793	\$393,003	\$4,612,796	\$12,498,332	\$4,172,768	Total Regional/Arterial	\$12,938,360
					\$9,989	Air Expressway/National Trails Hwy. to Village Dr., widen and improve	
					\$25,843	Air Expressway/Adelanto Rd., to Emerald Rd., widen and improve	
					\$1,270,480	Bear Valley Rd./I-15 to Mojave River Enhancement Project, construction	
					\$9,610	East/West Corridor, Hwy. 395 to I- 15, construct interchange and 4 lane highway, focused alignment study	
					\$200,000	East/West Corridor, Hwy. 395 to I- 15, environmental study (City 20%)	
					\$24,640	El Evado Rd./fire station, flashing beacon and sidewalk	
					\$3,238	Hesperia Rd./Crestview Dr., construct signal	
					\$2,570	Hesperia Rd./Seneca Rd., upgrade and modify	
					\$1,292,633	Nisqualli Rd./Balsam Rd. to Hesperia Rd., widen and improve,	
					\$735,373	Ottawa Rd./Hesperia Rd. to railroad, construct 2-lane road	
					\$26,764	Phantom St./Air Expressway to Mustang St., widen and construct 4 lanes	
					\$346,741	Seneca Rd./east of Civic Dr., construct cul-de-sac	

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
VICTORVILLE Regional/Arterial (continued)					\$34,251	Stoddard Wells Rd./1-15 to Hwy. 18, reconstruct	
					\$127,143	Village Dr., traffic signal controls, video detection retrofit	
					\$23,080	Village Dr./traffic signal controls, UPS	
					\$10,013	Village Dr./traffic signal controls, LED retrofit	
					\$30,400	Ballot registrar costs	
					\$4,288,551	Total Local	
					\$639,198	Enterprise Way/Nisqualli Rd. to Ottawa St., construct 2 lanes	
					\$1,762,847	Hesperia Rd./Green Tree Blvd. to D St., reconstruct and widen	
					\$1,711	Ridgecrest Rd./Pebble Beach Dr., construct signal	
					\$4,989	Sycamore St./Cobalt Rd. to Hwy. 395, rehab, widen and straighten	
Local	\$1,947,596	\$27,061	\$1,974,657	\$4,419,405	\$10,264	Tamarisk Rd./Lindero Rd. to Phute St., construct 2 lane road	
					\$443	Topaz Rd./Bear Valley Rd. to Sycamore	
					\$1,032,784*	Various streets, cape seal, pavement overlay, slurry seal program, street sweeping, pavement management/inventory	
					\$807,842*	Traffic controls, various improvements	
							\$2,105,511

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
VICTORVILLE (continued)					\$14,442	City-wide, signal timing coordination	
					\$14,031	Ballot registrar costs	
E&H Transit	\$324,599	\$11,457	\$336,056	\$485,789	\$152,338	Total E&H Transit / VVTA	\$669,507
					\$150,000	VVTA transit	
					\$2,338	Ballot registrar costs	
TOTAL	\$6,491,988	\$431,521	\$6,923,509	\$17,403,526	\$8,613,657	Total Expenditures	\$15,713,378

* May include reimbursements to the Measure I Fund and other revenue.

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR** FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END** FUND BALANCE
YUCCA VALLEY Regional/Arterial	\$712,470	\$102,160	\$814,630	(\$449,007)	\$94,083	Total Regional/Arterial	\$271,540
					\$44	Joshua Ln./Yucca Mesa, grant	
					\$2,088	match, construction	
						Joshua Ln./San Andrea Rd. to SR	
						62, design	
					\$2,209	Yucca Mesa/SR 62 to Buena Vista,	
						design	
					\$520	Traffic surveys and warrant studies,	
						speed surveys and traffic studies	
					\$2,315	Congestion Management Plan,	
Local	\$328,832	\$90,035	\$418,867	\$508,651	\$782	planning and analysis	\$518,290
						SR247/Buena Vista traffic signal,	
						design	
					\$16,990	Pavement management analysis	
					\$27,023	Benefit-cost analysis, Avalon signal	
						and SI	
					\$36,835	Bond Interest	
					\$5,277	Ballot measure registrar costs	
					\$409,228	Total Local	
					\$25,066***	Frontera/Lisbon to East End	
					\$109,158	Phase 9 Cholla/Joshua Dr. to	
						Golden Bee, reconstruction	
					\$10,018	Santa Barbara	
					\$125,292	Phase 9 Fox/SR 62 to Onaga,	
						reconstruction	
					\$5,042	Annual traffic census, traffic count	
						analysis	
					\$83,910	Carmelita Circle, Carmelita Ct., Carmelita Way and Carmelita Pl., design and reconstruction	

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR** FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END** FUND BALANCE
YUCCA VALLEY Local (continued)					\$268	Traffic surveys and warrant studies, speed surveys and traffic studies	
					\$9,697	Camino Del Cielo/SR 62 to South End, overlay	
					\$7,120	Camino Del Cielo/Pinon, overlay	
					\$13,487	Pinon/SR-62 South to End, overlay	
					\$11,546	Navajo/East to West End, overlay	
					\$6,188	Chaparral/Navajo to North End, overlay	
					\$2,436	Ballot measure registrar costs	
E&H Transit	\$54,805	\$620	\$55,425	\$15,441	\$40,406	Total E&H Transit / MBTA	\$30,460
					\$40,000	Morongo Basin Transit Authority	
					\$406	Ballot measure registrar costs	
TOTAL	\$1,096,107	\$192,815	\$1,288,922	\$75,085	\$543,717	Total Expenditures	\$820,290

* May include reimbursements to the Measure I Fund and other revenue.

** Negative balances indicate debt related to Bond Program

*** Expenditures not authorized per the City's Measure I Five Year Capital Improvement Plan

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY							
Colorado River Regional/Arterial	\$48,584	\$5,520	\$54,104	\$231,365	\$600	Total Regional/Arterial	\$284,869
					\$229	Congestion Management Plan	
					\$371	Ballot Measure Registrar costs	
Local	\$22,423	\$1,375	\$23,798	\$55,384	\$220	Total Local	\$78,962
					\$49	Havasu Lake Rd./I.OM S, Lake Blvd. N/Lake Blvd., SC3000 overlay	
					\$171	Ballot Measure Registrar costs	
E&H Transit	\$3,737	\$384	\$4,121	\$15,446	\$29	Total E&H Transit	\$19,538
					\$29	Ballot Measure Registrar costs	
TOTAL	\$74,744	\$7,279	\$82,023	\$302,195	\$849	Total Expenditures	\$383,369

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY							
North Desert							
Regional/Arterial	\$774,134	\$22,818	\$796,952	\$928,543	\$496,836	Total Regional/Arterial	\$1,228,659
					\$22,855	Community Blvd./Lenwood Rd. east and north/SH 58, overlay AR4000	
					\$2,037	Congestion Management Plan, update	
					\$5,656	Dagget Yermo Rd./National Trails Hwy. north/Yermo Rd., overlay AR4000	
					(\$148)	Inwin Rd./SH 58 north/Ft. Irwin Rd., rehabilitation	
					\$9,645	National Trails Hwy./Crucero Rd. east/5.69 mi. east, Main St. (east leg), rehabilitation	
					\$341,931	National Trails Hwy., various sections, overlay SC3000 OPS	
					\$25,657	Nipton Rd./2.12 mi. west to Nevada state line, SC3000 + 4' widening	
					\$30,123	Santa Fe Ave./Alameda southeast/Hinkley Rd., SC3000 overlay	
					\$47,903	Thompson Rd./Mountain View east/Summerset, SC3000 overlay	
					\$5,581	Trona Rd./0.70 mi. north, SH 178 north 0.50 mil. overlay SC3000 OPS	
					\$5,596	Ballot registrar costs	
Local	\$357,292	\$14,991	\$372,283	\$560,261	\$81,378	Total Local	\$851,166

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY North Desert Local (continued)					\$4,701	Crucero Rd./National Trails Hwy. north/0.03 mi. north, National Trails Hwy. (north leg), rehabilitation	
					\$4,258	Fairview Rd./0.53 mi. south, Community north/SH 58, SC3000 overlay	
					(\$9,114)	L St./Linda Vista Ave. north/Apache Ave., chip seal	
					\$6,219	Shenandoah Ln. and others, Silver Lakes area, slurry seal	
					\$51,339	Summerset Rd./Community Blvd. north/SH 58, overlay SC3000 OPS	
					\$12,404	Torres Ave. and others, Barstow area, slurry seal	
					\$8,988	Various roads, various locations, Barstow Heights area, chip seal	
					\$2,583	Ballot registrar costs	
	\$59,549	\$5,616	\$65,165	\$231,229	\$2,430	Total E&H Transit/BAT	\$293,964
					\$2,000	Barstow Area Transit	
					\$430	Ballot registrar costs	
TOTAL	\$1,190,975	\$43,425	\$1,234,400	\$1,720,033	\$580,644	Total Expenditures	\$2,373,789

* May include reimbursements to the Measure I Fund and other revenue.

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY							
Morongo Basin							
Regional/Arterial	\$414,863	\$30,201	\$445,064	\$1,418,849	\$288,091	Total Regional/Arterial	\$1,575,822
					\$4,228	Amboy Rd./1.02 mi. east, Ironage Rd. east 11.93 mi., chip seal	
					\$2,915	Amboy Rd./Godwin R. east/Hollywood Ln., SC3000 overlay	
					\$1,411	Congestion Management Plan, update year 2007/2008	
					\$635	Reche Rd./SH247, construct turn lane	
					\$204,378	Sunfair Rd./SH 62 north/end, SC3000 overlay	
					\$71,423	Various roads, Joshua Tree area, SC3000 overlay	
					\$3,101	Ballot Registrar costs	
					\$398,707	Total Local	
Local	\$191,475	\$13,987	\$205,462	\$810,160	\$26,199	Alta Loma Dr./Sunnyhill Dr. east/1500 feet, sight distance improvements	
					\$15,660	Hilltop Dr./Sunset east/Valley View, SC3000 overlay	
					\$39,361	La Mirada Trail/Olympic east/Sunny Vista, SC3000 overlay	
					\$39,784	Latham Trail/Olympic east/Sunny Vista SC3000 overlay	
					\$2,243	Lear Ave./Indian Tr. north/poleline, SC3000 overlay	
					\$267	Melton Trail and others, Joshua Tree area, SC3000 overlay	

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY Morongo Basin (continued)					\$39,361	Natoma Trail/Olympic east/Sunny Vista, SC3000 overlay	
					\$15,660	Petunia Dr./Sunset east/Valley View, SC3000 overlay	
					\$15,660	Plaza Rd./East Parkway east/Sunburst, SC3000 overlay	
					\$19,960	Sandalwood Trail/Sunny Vista east/Outpost, SC3000 overlay	
					\$132	Sherwood Rd./Alta Loma Rd. north/.04 mi. north, Granada Dr., SC3000 overlay	
					\$62,074	Sunnyhill Rd./Alta Loma Rd. north/.18 mi., pave dirt portion	
					\$30,473	Sunset Rd./Twentynine Palms Hwy. north/Hilltop, SC3000 Overlay	
					\$15,660	Terrace Dr./Sunset east/Valley View, SC3000 overlay	
					\$7,812	Various roads, Joshua Tree area, SC3000 overlay	
					\$66,973	Various roads, Joshua Tree area, SC3000 overlay	
					\$1,431	Ballot Registrar costs	
	\$31,913	\$1,699	\$33,612	\$85,082	\$23,238	Total E&H Transit/MBTA	\$95,456
					\$23,000	Morongo Basin Transit Authority	
					\$238	Ballot Registrar costs	
	\$638,251	\$45,887	\$684,138	\$2,314,091	\$710,036	Total Expenditures	\$2,288,193
E&H Transit							
TOTAL							

* May include reimbursements to the Measure I Fund and other revenue.

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY							
Mountains							
Regional/Arterial	\$1,006,440	\$75,869	\$1,082,309	\$2,904,125	\$47,044	Total Regional/Arterial	\$3,939,390
					\$283	Arrowbear Dr./Spillway, guardrail, widening	
					\$2,693	CMP planning study, update	
					\$4,945	Daley Canyon Rd./SH 18, improve intersection safety	
					\$302	Grandview Rd./North Rd. north/0.01 mi. north Augusta Dr., AC Overlay	
					\$365	Green Valley Lake Rd./SH 18 northeastly/ 0.06 mi.	
					\$7,323	north/Hemlock Dr., chip seal Hook Creek Rd./Various locations, drainage improvements	
					\$8,250	Lake Dr./SH 138 northeast/Lake	
					\$5,114	Gregory Dr., rehabilitation Maple Ln./Barton Ln./Baldwin Ln., rehabilitation	
					\$1,271	North Bay Rd./SH 189 north and east/Peninsula, AC overlay	
					\$6,040	Paradise Way/SH 38, construct signal, improve intersection	
					\$1,324	San Moritz Dr., AC pavement	
					\$528	Various roads and locations, Running Springs Area, SC 3000 overlay	
					\$495	Various roads and locations, Arrowbear, AR4000 overlay	

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY Local	\$464,511	\$13,717	\$478,228	\$666,396	\$615	Waters Dr./Crest Forest Fr. East/SH	\$882,151
					\$7,496	Ballot registrar costs	
					\$262,473	Total Local	
					\$25,763	Bowles Blvd./Aeroplane Blvd.	
						northeast/Valley Blvd., pave	
					\$3,211	Butte Ave. and others, Moonridge	
						area, AC overlay	
					\$2,114	Darfo Dr. and others Crestline area,	
						AC Overlay	
					\$2,643	Delle Dr./Lake Dr.	
						northwesterly/Darfo Dr.,	
						rehabilitation	
					\$1,861	Lake Dr. and others, Angelus Oaks	
						area, AC overlay	
					\$82,406	North Shore Ln./SH 38 (west leg)	
						east/SH 38 (east leg), AR4000	
						overlay	
					\$3,581	Oakleaf Dr./SH 18 north and	
						east/Fernside Dr., AC overlay	
					-\$409	Old Toll Rd./0.02 mi. west, Golf	
						Course Rd. north Peninsula, AC	
						overlay 1 5"	
					\$672	Pine Ave./SH 18 east/SH 18	
						reconstruct	
					\$87,707	Spring Oak Dr./All view northerly/All	
						View Dr., AC overlay	
					\$18,824	Summit Dr./Live Oak west/All View	
						Dr., AC overlay	
					\$2,207	Valley Oak Dr./Live Oak east/All	
						View Dr., AC overlay	

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY							
Mountains					\$28,433	Various roads, Running Springs area	
					\$3,460	Ballot registrar costs	
E&H Transit	\$77,419	\$688	\$78,107	\$38,060	\$80,257	Total E&H Transit	\$35,910
					\$79,680	MARTA	
					\$577	Ballot registrar costs	
TOTAL	\$1,548,370	\$90,274	\$1,638,644	\$3,608,581	\$389,774	Total Expenditures	\$4,857,451

* May include reimbursements to the Measure I Fund and other revenue.

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY							
Victor Valley	\$1,164,922	\$95,486	\$1,260,408	\$1,444,778	\$1,081,978	Total Regional/Arterial	\$1,623,208
Regional/Arterial					\$1,959	Cody Rd./Pawnee Rd. north/SH 18, chip seal	
					\$3,941	Congestion Management Plan	
					\$41,778	Crystal Creek Rd./1.0 mi. north/railroad north 1.2 mi. and 2.9 mi. north/railroad north to end, pulverize, pave	
					\$241	Custer Ave./Trade Post Rd./SH 18, construct left- and right-turn lane	
					\$6,142	Dos Palmas Rd./Victorville Ct./San Mateo, A/C overlay	
					(\$295)	Rabbit Springs Rd./SH 247 east/Midway Ave., A/C overlay	
					\$2,522	Ridgecrest Rd./Pah-ute Rd. north/.08 mi. north, Chinqapin Dr., rehabilitation	
					\$6,665	Roundup Way/Buena Vista St. east/Bonita Vista St., SC3000 overlay	
					\$847,613	Summit Valley Rd./SH 138 north/Hesperia city limits, pave	
					\$46,938	Various roads, Spring Valley area, slurry seal	
					\$115,986	Wright Mountain Rd./Zermatt Dr. north/Hwy. 2, construction reserve/pave new road	
					\$8,488	Ballot registrar costs	

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
Local	\$537,657	(\$74,185)	\$463,472	\$444,246	\$451,847	Total Local	\$455,871
SAN BERNARDINO COUNTY							
Victor Valley (continued)							
					\$8,063	Amethyst Rd./Palmdale Rd. north/Seneca Rd., construct road	
					\$34,759	Apple Ave. and others, Wrightwood area, A/C overlay	
					\$144,966	Beekley Rd./600' south/SH	
					\$1,294	138/Phelan Rd., pave, realign	
						Beekley Rd./Phelan Rd., construct signal	
					(\$33,852)	Cedar St. and others, Wrightwood area, A/C overlay	
					\$27,245	Deep Creek Rd./0.50 mil.	
						South/Tussing Ranch Rd.	
						north/Tussing Ranch Rd., A/C overlay	
					\$45,206	Del Sol Rd./Milpas Dr. east/Loma Vista, A/C overlay	
					\$143	Elmwood Dr./Ridgecrest Rd. east/Yellowstone Ave., SC3000 overlay	
					\$56,250	US 395 corridor study, Adelanto area, safety	
					(\$17)	Jenny St./0.2 mi. west/Columbine St. drainage improvements	
					\$3,584	Pebble Beach Dr. and others, Spring Valley Lake area, slurry seal	
					\$7,408	South Rd. and others, Apple Valley area, slurry seal	
					\$148,713	Spruce St. and others, Wrightwood area, A/C overlay	

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY							
Victor Valley Local (continued)							
					\$4,221	Summit Dr./Lone Pine Canyon	
					(\$55)	northeast/Easter, A/C overlay	
						Sunburst Rd. and others Spring	
						Valley Pkwy. East/Whispering	
					\$3,918	Springs Rd., A/C overlay	
						Ballot registrar costs	\$165,089
	\$89,609	\$3,854	\$93,463	\$163,450	\$91,824	Total E&H Transit	
					\$91,824	Victor Valley Transit Authority	
					\$653	Ballot registrar costs	
TOTAL	\$1,792,188	\$25,155	\$1,817,343	\$2,052,474	\$1,625,649	Total Expenditures	\$2,244,168

* Includes payments to State Capital Grants and Taxable Sales to Public

**MEASURE I LOCAL PASS-THROUGH FUNDS
MOUNTAIN DESERT SUBREGION 2004/2005 COMPLIANCE ISSUES**

In addition the annual financial audit of each jurisdiction receiving Measure I Local Pass-Through Funds, auditors for San Bernardino Associated Governments also conduct an audit to insure compliance with laws, regulations, and policies governing the use of Measure I Transportation Sales and Use Tax Funds. The following listing identifies the non-compliance issues found in each recipient jurisdiction.

CITY OF ADELANTO

Current Year:

1. The City of Adelanto, in fiscal year ended June 30, 2002, made advances/loans of Measure I revenues to other funds within the City, which is in direct violation of Section 4, Division 3, No. 5, of the Measure I policies. The City of Adelanto has worked out an agreement with the San Bernardino Associated Governments for repayment and the City is in compliance with that agreement.

Prior Year:

1. The City of Adelanto made advances/loans of Measure I revenues to other funds within the City. See current year finding.
2. The City made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. This finding has since been resolved.

TOWN OF APPLE VALLEY

Current Year:

1. The Town made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. It is recommended that the Town update its Measure I Five Year Capital Improvement Plan to adjust for changes as they become apparent. The Town should also notify San Bernardino Associated Governments of any changes to the Five Year Plan.
2. The Town is not in compliance with Measure I Policies. It has exceeded the categorical project expenditure limitation of one-half of annual Measure I revenue for local projects.

Prior Year:

1. The Town made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. This finding has not been resolved.

**MEASURE I LOCAL PASS-THROUGH FUNDS
MOUNTAIN DESERT SUBREGION 2004/2005 COMPLIANCE ISSUES**

(Continued)

2. The Town was not in compliance with Measure I Policies. It exceeded the categorical project expenditure limitation of one-half of annual Measure I revenue for local projects. This finding has not been resolved.

CITY OF BARSTOW

Current Year: None found.

Prior Year: None found.

CITY OF BIG BEAR LAKE

Current Year: None found.

Prior Year: None found.

CITY OF HESPERIA

Current Year: None found.

Prior Year: The City made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. This finding has since been resolved.

CITY OF NEEDLES

Current Year: None found.

Prior Year: None found.

CITY OF TWENTYNINE PALMS

Current Year: The City made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. It is recommended that the City update its Measure I Five Year Capital Improvement Plan to adjust for changes as they become apparent. The City should also notify San Bernardino Associated Governments of any changes to the Five Year Plan.

Prior Year: The City was not in compliance with Measure I Policies. It had exceeded the categorical project expenditure limitation of one-half of annual Measure I revenue for local projects. This finding has since been resolved.

MEASURE I LOCAL PASS-THROUGH FUNDS

MOUNTAIN DESERT SUBREGION 2004/2005 COMPLIANCE ISSUES

(Continued)

CITY OF VICTORVILLE

Current Year: The City is not in compliance with Measure I Policies. It has exceeded the categorical project expenditure limitation of one-half of annual Measure I revenue.

Prior Year: The City exceeded the categorical project expenditure limitation of one-half of annual Measure I revenue. This finding has not been resolved.

TOWN OF YUCCA VALLEY

Current Year: The Town made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. It is recommended that the Town update its Measure I Five Year Capital Improvement Plan to adjust for changes as they become apparent. The Town should also notify San Bernardino Associated Governments of any changes to the Five Year Plan.

Prior Year: The Town made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. This finding has since been resolved.

COUNTY OF SAN BERNARDINO – COLORADO RIVER SUBAREA

Current Year: None found.

Prior Year: None found.

COUNTY OF SAN BERNARDINO – NORTH DESERT SUBAREA

Current Year: The County made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. It is recommended that the County update its Measure I Five Year Capital Improvement Plan to adjust for changes as they become apparent. The County should also notify San Bernardino Associated Governments of any changes to the Five Year Plan

Prior Year: None found.

MEASURE I LOCAL PASS-THROUGH FUNDS

MOUNTAIN DESERT SUBREGION 2004/2005 COMPLIANCE ISSUES

(Continued)

COUNTY OF SAN BERNARDINO –MORONGO BASIN SUBAREA

Current Year: None found.

Prior Year: None found.

COUNTY OF SAN BERNARDINO – MOUNTAINS SUBAREA

Current Year: The County made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. It is recommended that the County update its Measure I Five Year Capital Improvement Plan to adjust for changes as they become apparent. The County should also notify San Bernardino Associated Governments of any changes to the Five Year Plan.

Prior Year: None found.

COUNTY OF SAN BERNARDINO –VICTOR VALLEY SUBAREA

Current Year: The County made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. It is recommended that the County update its Measure I Five Year Capital Improvement Plan to adjust for changes as they become apparent. The County should also notify San Bernardino Associated Governments of any changes to the Five Year Plan

Prior Year: None found.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: June 16, 2006

Subject: Request for Proposals for the US-395 Realignment Environmental Impact Report

Recommendation:* Approve the release of Request for Proposals (RFP) No. 07017 for Preparation of a program level Environmental Impact Report (EIR) for the realignment of US-395 from I-15 in Hesperia to current US-395 in northern Adelanto.

Background: As part of the 2006/2007 budget, a new task was added to Task No. 94507000 Victor Valley Area Transportation Study for the preparation of a program level EIR for US-395 through the Victor Valley. This item seeks approval to release Request for Proposal No. 07017 seeking consultant assistance for preparation of the EIR under the California Environmental Quality Act (CEQA).

The current US-395 through the Victor Valley is at capacity. Although this highway eventually will be widened to four or six lanes, it will not be sufficient to meet the future needs of this portion of the Victor Valley. The combined population of Adelanto, Apple Valley, Hesperia, and Victorville has grown by 70,000 in just the last five years, an increase of 35 percent. Victorville alone had the second highest growth rate of all cities in California during that period (among cities with more than 50,000 people).

*

Approved
Mountain/Desert Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Forecasts show that the population of the Victor Valley could exceed one million within the next several decades.

The rapid pace of development in the Victor Valley has increased the urgency to determine a preferred alignment for right-of-way preservation along a realigned US-395. A Project Study Report (PSR) for the realignment of US-395 was completed in 2001. In the PSR, Caltrans identified five potential alignments to be considered in the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) to be completed as part of the Project Approval/Environmental Document (PA&ED) phase of the project. However, at present, none of the five alignments can be considered a viable alternative. Development has occurred on each of the alignments identified by the PSR. The reason development occurred on each of the alignments was that cities did not have the legal mechanism for protecting any of those alignments. Local jurisdictions (the cities of Adelanto, Victorville, and Hesperia, and the County of San Bernardino) will use the EIR to adopt the preferred alignment into their General Plans through the amendment process so that the jurisdictions can use local land use authority to preserve right-of-way from development.

The goal is to complete this EIR by fall 2007 so that the jurisdictions, residents and business operators can know where the future US-395 will be located and be able to plan around it. If identification of a preferred route is delayed further, finding a new alignment will become even more difficult due to costs and increased impacts to local communities. The EIR preparation and the public outreach process are scheduled to begin in September 2006.

The SANBAG EIR, including the preferred alignment, will be certified by the Board of Directors after alternatives have been studied and public comments have been received. The Mountain/Desert Policy Committee will serve as the steering committee of elected officials throughout the study, and they will make a recommendation to the full Board at completion of the study. A decision on the preferred alignment is scheduled for fall 2007. The alignment defined by the EIR will then be used as an additional alternative to be considered in the project-level EIR/EIS that is being conducted by Caltrans in the PA&ED phase of the

project. PA&ED for the realignment of US-395 is currently scheduled for November 2011.

It should be recognized that risks are involved in preserving an alignment that has not yet been approved by Caltrans or the Federal Highway Administration. Such approval is not possible until the project-level EIR/EIS is completed. However, the preservation process cannot wait another 5-6 years for the project-level EIR/EIS to be completed. Recent history with previously studied alignments demonstrates that failure to preserve an alignment in the near future may leave the Victor Valley with no viable options, resulting in through traffic, including many heavy-duty trucks, using the existing US-395 alignment in perpetuity. It is the opinion of SANBAG staff that failure to take action now (and likely losing any remaining alignment opportunities) creates a much greater risk than identifying an alignment through the EIR that can be adopted into local General Plans and preserved. The approach to the EIR is to minimize the risk by proactively reaching out to local communities and to state and federal resource agencies to identify and respond to the issues with which they are concerned, allowing this input to guide the decision on the alignment.

It should also be recognized that adoption of an alignment into local General Plans will also trigger a set of obligations on the part of local jurisdictions to take actions that allow the right-of-way to be preserved. Some of these issues are addressed in the subsequent agenda item, consisting of a presentation of the Mid-County Corridor right-of-way preservation process in Riverside County.

One of the most important elements of performing the EIR will be the role of public participation. The EIR process will recognize the sensitivities of the communities in the region to the growing urbanization of the Victor Valley and the need to balance these concerns against the long-term mobility needs for both the local and the regional traffic passing through the corridor. Consequently, significant attention will be paid to public outreach.

The Scope of Work identifies a large number of public outreach opportunities during the EIR process. The Scope of Work identifies consultant involvement in two formal scoping meetings, 12 community

meetings, eight meetings with city councils and the Board of Supervisors, and four meetings with the Mountain/Desert Committee. SANBAG staff will be engaged in continuing, additional outreach to the stakeholders. The EIR will be managed as an open process, with substantial material on US-395 alternatives made available to the public to promote transparency throughout the duration of the project.

Proposals received as a result of this request will be evaluated by representatives of SANBAG, Caltrans, and member jurisdictions based upon demonstrated competence and professional qualifications necessary for the performance of services. A contract will be negotiated with the selected consultant. It is anticipated that the contract will be presented to the Board of Directors for approval in September 2006.

Financial Impact: This item is consistent with the adopted FY 2006/2007 budget, Task No. 94507000, Victor Valley Area Transportation Study.

Reviewed By: This item is scheduled for review by the Mountain/Desert Committee on June 16, 2006. The Request for Proposals was developed in cooperation with technical representatives of jurisdictions in the Victor Valley, Caltrans, and SANBAG.

Responsible Staff: Ryan Graham, Transportation Planning Specialist
Steve Smith, Principal Transportation Analyst

SAN BERNARDINO ASSOCIATED GOVERNMENTS
(SANBAG)

REQUEST FOR PROPOSALS No. 07-017

FOR

**US-395 REALIGNMENT
ENVIRONMENTAL IMPACT REPORT**

IN THE VICTOR VALLEY AREA OF THE
COUNTY OF SAN BERNARDINO

Issued _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

REQUEST FOR PROPOSALS NO. 07-017

FOR

US-395 REALIGNMENT ENVIRONMENTAL IMPACT REPORT

I. INTRODUCTION

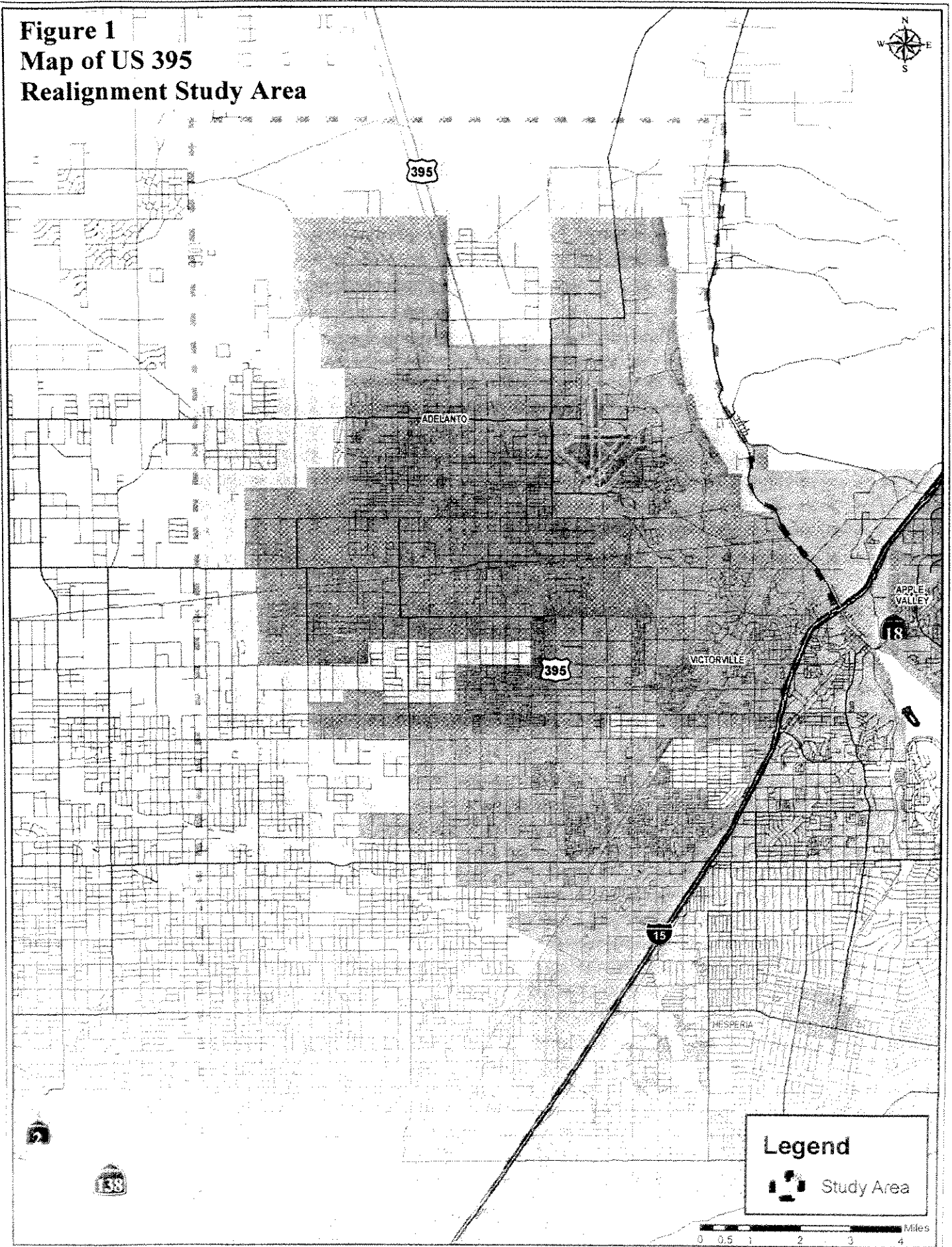
San Bernardino Associated Governments (SANBAG) is soliciting proposals from firms for preparation of an Environmental Impact Report (EIR) for the realignment of US-395 from I-15 in Hesperia to north of Desert Flower Road in Adelanto. The objective of the US-395 Realignment EIR is to prepare environmental documentation under the California Environmental Quality Act (CEQA) sufficient for local jurisdictions to adopt an alignment into their General Plans, allowing for protection of the right-of-way for the corridor. The selected firm will work with representatives of SANBAG, Caltrans, and local jurisdictions in the Victor Valley. Contracts will be awarded without discrimination relative to race, religion, color, age, sex, or national origin.

II. PROJECT DESCRIPTION

The analysis area for the US-395 Realignment EIR extends from I-15 in Hesperia to north of Desert Flower Road in Adelanto. The preparation of the EIR will be closely coordinated with Caltrans and each of the four local jurisdictions that will be affected by the new corridor. The four jurisdictions are the County of San Bernardino and the cities of Adelanto, Hesperia, and Victorville. The environmental analysis will be based on conceptual plans developed by Caltrans that will define corridor centerlines, an outside right-of-way line, and potential interchange locations for up to four alternatives. Exhibit 1 shows the area within which candidate alignments will be identified. A desired right-of-way width of up to 360 feet has been defined. Specific candidate alignments will be available to the consultant in time for inclusion in the EIR Notice of Preparation (NOP).

Consultants should anticipate that up to 60 centerline miles of alignment will need to be analyzed as part of the EIR. Adjustments to the alignments in the NOP are possible as a result of public and agency input during the course of the EIR preparation. The consultant will need to work with SANBAG and Caltrans to identify possible variations in alignments believed to be needed to ensure that a viable preferred alignment can be identified. More specific interchange "footprints" for US-395 will be available from the Victor Valley Area Transportation Study effort in Fall 2006, and it is the intent that these footprints be considered as part of the EIR so that they can be adopted into local jurisdiction General Plans along with the preferred alignment. Refinements to the EIR's project description may be required prior to EIR certification so that the Notice of Determination can be based on the specific project definition intended for adoption into local general plans. A proactive outreach process is envisioned to provide information to and receive input from the affected communities, businesses, and resource agencies.

Figure 1
Map of US 395
Realignment Study Area



III. MATERIALS FURNISHED BY SANBAG

All data, reports, surveys, drawings, and other documents furnished to the consultant by SANBAG for the consultant's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of SANBAG. All such materials shall be returned to SANBAG upon completion of services, termination of the agreement, or other such time as SANBAG may determine.

IV. RELATIONSHIPS

SANBAG, Caltrans, and local jurisdictions will participate as project partners on the US-395 Realignment EIR. SANBAG, however, is solely responsible and will be the sole point of contact for all contractual matters related to this project. The consultant shall take direction only from SANBAG and shall regularly inform SANBAG of project progress, any outstanding issues, and all project related matters.

Participating entities may also offer suggestions and/or recommendations regarding the project or elements of the project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, the consultant shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. Unless otherwise directed, all oral and written communication shall be directed only to SANBAG. Any distribution of project related communication and information will be at the discretion of SANBAG.

V. CONTRACT TYPE

The contract will be for reimbursable costs plus fee with a guaranteed maximum total not to exceed amount. Only services specifically covered by the contract will be reimbursed. It is the consultant's responsibility to recognize and notify SANBAG when services not covered under the contract are requested. The terms of the contract will be effective for the duration of the project, which is estimated to be twelve (12) months. This is recognized as an aggressive schedule, made necessary because of the development pressures in the areas within which the alignment is to be defined. Consultants should discuss in their proposals issues associated with the aggressive schedule. SANBAG's Fiscal Year 2006/2007 budget contains \$315,000 for the US-395 Realignment EIR. Up to \$400,000 may be available for the total contract, spanning FY 06/07 and FY 07/08, pending Board approval.

VI. PROPOSAL INSTRUCTIONS

A. SUBMITTAL INSTRUCTIONS

All proposals become the property of SANBAG upon submission. Although SANBAG intends to keep all proposals confidential (with the exception of the successful proposal which becomes public information upon acceptance by the Board of Directors), SANBAG will not be responsible for proprietary information contained in the proposals.

Six copies of the proposal containing all of the information requested below shall be submitted. SANBAG is not responsible for any costs related to the preparation of the proposals. Fax or email copies will not be accepted. Proposals may be mailed or hand delivered. If proposals are to be hand delivered, materials must be closed and sealed as if for mailing.

All proposals must be delivered to the SANBAG offices by 12:00 noon on Monday, July 31, 2006. SANBAG reserves the right to accept or reject late proposals; however, this should not be construed to mean that SANBAG will accept any late documents.

Proposals and correspondence shall be directed to:

Ms. Deborah Robinson Barmack
Director of Management Services
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

All questions and comments regarding this Request for Proposals or the project shall be directed to:

Mr. Steve Smith
Principal Transportation Analyst
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
(909) 884-8276
ssmith@sanbag.ca.gov

B. PROPOSAL FORMAT

Proposals must contain the information listed below and must be compiled in the following format:

1. **Cover Letter:** Provide (a) an introduction of the firm submitting the proposal, (b) the location of the firm's home office, (c) availability of personnel for this assignment, including specification of a project manager and the project manager's commitment to the project, (d) description of responsibilities of key personnel to be involved on this project, (e) name and description of any sub-consultants to be used on the project, (f) and any key elements of the approach the consultant wishes to bring to SANBAG's attention. In addition, in accordance with SANBAG Policy 11000, Section 7.A.2.F, provide a response to the following question: Has your firm ever been terminated from a contract? If the answer is yes, describe the facts and circumstances in detail. The cover letter must not exceed two pages.

2. **Local Presence Report:** For the consultant and any subconsultant proposing to perform services from their San Bernardino County office, provide the business activity information, referenced on pages 8 and 9 of this packet.
3. **Relevant Projects:** Provide a brief description of prior work which best illustrates current qualifications relevant to the project. Highlight or expand on experience of projects that are especially applicable to this contract. List the project name and location, nature of project responsibilities, project sponsor's name, address, telephone number and contact person, completion date and estimated project value. List no more than 10 projects.
4. **Resumes:** Provide brief resumes of all persons, specialists and sub-consultants anticipated to be used for this project. Note the project assignment, total years of experience, education, past experience, and qualifications relevant to the proposed project.
5. **Proposal:** Provide a description of the tasks and strategies required to execute project. Tasks outlined in Section VII, Scope of Services, should be addressed, as well as other suggested strategies. Note any issues that are relevant to the execution and completion of the project. Describe the approach to project management, project controls, quality assurance and commitment to the project. The proposal shall include tables showing the number of hours by task for each person assigned to the project and the cost by task. The cost shall show a buildup from base hourly rates, overhead, direct expenses, and fee. Any anticipated salary adjustments must be incorporated into the cost estimate, as rates will be fixed for the duration of the contract. The proposal shall include a project schedule.

The consultant's proposal package shall be limited to 35 (8½" x 11") pages, single-sided. The page limit does not include the outside cover, cover letter, section dividers, or the Local Presence Report. Proposals that do not contain the required information, that do not contain the required number of copies, or that exceed the page limit may be disqualified.

VII. SCOPE OF SERVICES

SANBAG is soliciting proposals to develop the US-395 Realignment Environmental Impact Report. The consultant shall provide a technical proposal to outline the firm's concepts and ideas for preparing the EIR. The technical proposal shall address project goals, issues to be addressed, potential audiences, and strategies and tasks for achieving the project goals. For each program activity or task, the consultant shall indicate resources required, indicate the time and estimated hours required to perform the task, and explain how the task will be conducted and how it contributes to completion of the overall project.

Exhibit A provides the Scope of Services as currently envisioned by SANBAG. The final Scope of Services for the contract will be developed in cooperation with the selected consultant from the proposal submitted. SANBAG is open to variations from the Scope of Services defined in Exhibit A that will increase the likelihood of success in defining a realignment of US-395 that will be embraced by all the affected jurisdictions and that is feasible from the perspective of federal and state resource agencies.

VIII. CONSULTANT SELECTION

The primary objective of SANBAG is to select a highly qualified firm to perform necessary professional services at a fair and reasonable cost. In addition, SANBAG has established the following objectives:

- A. The process shall be fair, open and competitive, and the selection of firms shall be based on clearly stated, objective criteria.
- B. Selection of consultants/firms shall be based upon demonstrated competence and on the professional qualifications and capabilities necessary for the performance of services required at a fair and reasonable price to SANBAG, rather than upon competitive bidding procedures. Factors include:
 - Consultant qualifications
 - Personnel experience
 - Project approach
 - Staffing capability
 - Project controls capability
 - Office location
- C. Firms located in San Bernardino County shall receive preference in the selection process in accordance with Local Preference Policy. The purpose of this policy is to encourage firms to locate and remain in San Bernardino County and to encourage economic development in the county.
- D. Upon review of the proposals, firms appearing to be most qualified will be short-listed and asked to prepare for an interview. A contract will be awarded to the responsible, responsive firm best conforming to this Request for Proposals and that is, in the opinion of SANBAG and its partners, the most advantageous proposal. SANBAG reserves the right to reject any and all proposals and to negotiate with any responsible, responsive consultant/firm. SANBAG is under no obligation to issue a contract for the subject services.

IX. NEGOTIATIONS AND ENGAGEMENT

Following selection, a contract shall be negotiated. Please refer to the consultant selection schedule in Section X. Consultants are encouraged to include in their proposal any

comments relating to the Terms and Conditions of the SANBAG standard contract. SANBAG reserves the right to disqualify any firm that does not provide a written discussion of any disagreements it has relative to the Terms and Conditions. SANBAG does not anticipate making any substantive changes to its Terms and Conditions.

X. SCHEDULE FOR CONSULTANT SELECTION

Issue Request for Proposals	July 7, 2006
Proposals Due	July 31, 2006
Shortlist and Notification of Consultants	August 7, 2006
Interviews and Selection of Consultants	August 14, 2006
Final Contract Cost Proposal and Scope Due	August 17, 2005
Board Approval (anticipated)	September 6, 2006
Notice to Proceed (anticipated)	September 11, 2006

These dates are subject to change. Schedule updates will be posted on the SANBAG website: www.sanbag.ca.gov under "Contracting Opportunities."

LOCAL PRESENCE REPORT
CONSULTANT BUSINESS ACTIVITY INFORMATION

TO: SAN BERNARDINO ASSOCIATED GOVERNMENTS

RE: REQUEST FOR PROPOSALS
VICTOR VALLEY AREA TRANSPORTATION STUDY

Name of Firm _____

Address _____

Phone _____ FAX _____

Name of Office Principal _____

Principal Title _____

Date Local Office Established _____

Number of personnel employed at this office _____

Approximate volume of work performed on projects within San Bernardino County _____ %

Representative projects completed within San Bernardino County:

<u>Project</u>	<u>Date completed</u>	<u>Approx billings</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

(Use additional sheets if required)

CONSULTANT BUSINESS ACTIVITY INFORMATION (cont)

Name of Firm _____

Indicate number of senior management and regular employees working out of the San Bernardino office:

<u>Position</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FOR INFORMATIONAL PURPOSES ONLY

(The following shall not be used in determining local preference credit)

Personnel proposed to be engaged on the contracted services

<u>Name</u>	<u>County of Residence</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Use additional sheets if required)

EXHIBIT A

SCOPE OF SERVICES

The objective of the US-395 Realignment EIR is to prepare environmental documentation under the California Environmental Quality Act (CEQA) sufficient for local jurisdictions to adopt an alignment into their General Plans, allowing for protection of the right-of-way for the corridor. A right-of-way preservation strategy is being prepared separately, as part of the Victor Valley Area Transportation Study (VVATS), to provide tools that local jurisdictions, Caltrans, and SANBAG can use to protect rights-of-way in the Victor Valley.

The analysis area for the US-395 Realignment EIR extends from I-15 in Hesperia to north of Desert Flower Road in Adelanto. The preparation of the EIR will be closely coordinated with Caltrans and each of the four local jurisdictions that will be affected by the new corridor. The four jurisdictions are the County of San Bernardino and the cities of Adelanto, Hesperia, and Victorville. The environmental analysis will be based on conceptual plans developed by Caltrans that will define corridor centerlines, an outside right-of-way line, and potential interchange locations for up to four alternatives. Exhibit 1 shows the area within which candidate alignments will be identified. A desired right-of-way width of up to 360 feet has been defined. Specific candidate alignments will be available to the consultant in time for inclusion in the EIR Notice of Preparation (NOP). Consultants should anticipate that up to 60 centerline miles of alignment will need to be analyzed as part of the EIR. Adjustments to the alignments in the NOP are possible as a result of public and agency input during the course of the EIR preparation. The consultant will need to work with SANBAG and Caltrans to identify possible variations in alignments believed to be needed to ensure that a viable preferred alignment can be identified. More specific interchange "footprints" for US-395 will be available from the VVATS effort in Fall 2006, and it is the intent that these footprints be considered as part of the EIR so that they can be adopted into local jurisdiction General Plans along with the preferred alignment. Refinements to the EIR's project description may be required prior to EIR certification so that the Notice of Determination can be based on the specific project definition intended for adoption into local general plans.

The EIR will also analyze a potential alignment for the proposed High Desert Corridor (HDC) between existing US-395 and the proposed realignment of US-395. It is the intent of the US-395 EIR to conduct the necessary environmental impact evaluation of this segment of the HDC that will allow affected local jurisdictions to adopt this alignment into their General Plans as well. This segment is included in the 60-mile alignment estimate referenced earlier. The HDC east of existing US-395 is the subject of a separate EIR/EIS process.

This EIR is being prepared at a program level, with a sufficient level of detail to define an alignment that can be adopted into the General Plans of the local jurisdictions. It is recognized that a project-level EIR/EIS will need to be prepared subsequent to this program-level EIR and that the project-level EIR/EIS could result in refinements of the preferred alignment. The right-of-way preservation strategy will need to anticipate these potential refinements. However, the preparation of this EIR will involve a substantial effort to coordinate with and reach out to affected citizens and federal/state resource agencies so that public agencies and private property

owners can move forward with a high level of probability that the preferred alignment identified in this program-level EIR is feasible and supportable by subsequent environmental processes. Consultant proposals should discuss how to maximize the likelihood that this will occur. A public outreach process is anticipated that goes well beyond the minimum CEQA requirements, and resource agency outreach will be conducted at a level that, at a minimum, identifies fatal flaws from the perspective of those agencies. This outreach process will need to be carefully coordinated with an EIR/EIS that Caltrans expects to undertake on the US-395 realignment from I-15 to SR-58. It is the intent that the preferred alignment that emerges from SANBAG's US-395 realignment EIR within the Victor Valley will be incorporated into the Caltrans EIR/EIS for the longer corridor.

It is recognized that risks are involved in preserving an alignment that has not yet been approved by Caltrans or the Federal Highway Administration. The approach to the EIR is to minimize the risk by proactively reaching out to local communities and to state and federal resource agencies to identify and respond to the issues with which they are concerned, allowing this input to guide the decision on the alignment. Tasks anticipated in the preparation of the US-395 Realignment EIR are described below.

Task 1 – Project Management

The consultant shall manage project tasks, submit written monthly progress reports with invoices, and schedule bi-weekly phone calls with the SANBAG project manager. The monthly progress report shall document specific accomplishments of each task, difficulties encountered, and any adjustments recommended in the project schedule.

Monthly meetings will be scheduled with the project's Technical Advisory Committee (TAC). The consultant shall document the major points and actions taken at each TAC meeting and provide those notes to the SANBAG project manager within two weeks following each meeting. Up to four presentations will be made to the Mountain/Desert Policy Committee at key milestones.

The consultant team will develop a project database of affected parties and interested participants. The database will include resource agencies, key stakeholders, meeting participants, sensitive receptors, and social, environmental, political, and professional organizations. Quarterly fact sheets shall be provided containing basic information on project progress. The fact sheets shall be suitable for inclusion in city council agendas and for posting on SANBAG's web site.

The consultant shall maintain all electronic and hard copy files pertaining to the project and shall provide SANBAG with an electronic version of all reports, technical memos, and backup data prior to completion of the study. This shall include a PDF version of the final report. The consultant and subconsultants shall maintain consistent quality control procedures.

Deliverables:

- Monthly progress reports;
- Brief meeting notes and action items from the US-395 EIR Technical Advisory Committee meetings;
- Quarterly Fact Sheets providing an update on the progress of the study;
- Additional informational materials that can be posted on SANBAG's web site, as appropriate.

Task 2: Environmental Constraints Identification and Initial Study/Notice of Preparation

Environmental Constraints Identification: Plans and profiles for the candidate alignments will be obtained from Caltrans. The consultant will identify potential environmental constraints within each route. This constraints identification will be based on evaluating a 360 foot cross section (180 feet on either side of the centerline) using preliminary mapping at a scale appropriate for each environmental resource, overlaid on an aerial photo base. The purpose of the constraints identification is to provide further guidance to Caltrans on resources that should be avoided to the greatest extent possible in refining the alignments prior to the technical studies.

Initial Study/Notice of Preparation: An Initial Study and Notice of Preparation (NOP) will be prepared for the US-395 corridor from the I-15 to north of Desert Flower Road in Adelanto. The Initial Study for the corridor will describe expected issues and analysis to be provided in the EIR and the reasons for determining that certain environmental effects would not be significant. The NOP will indicate that an EIR is in preparation, and will request guidance from agencies and the public regarding the scope and content of the environmental information to be included in the EIR. The NOP will include a brief description of the alternatives (incorporated into an initial project description), and will identify the process for completing the EIR as well as its relationship to the Caltrans sponsored EIR/EIS and future local jurisdiction General Plan EIRs that will be conducted over the next five years.

The draft Initial Study/NOP will be submitted to SANBAG for review and approval for distribution. Local jurisdictions and Caltrans will also be involved in the review process. Using SANBAG's and Caltrans' NOP distribution list, Responsible Agencies, Trustee Agencies (if any), and other interested parties that should receive the NOP will be identified. The consultant will prepare a specific NOP distribution list for this corridor. SANBAG will distribute and mail the required copies of the Initial Study/NOP.

Deliverables:

- Constraints Identification Technical Memorandum
- Draft and final Initial Study and Notice of Preparation

Task 3: Public and Resource Agency Outreach

SANBAG and the other partner jurisdictions affected by the US-395 corridor anticipate one of the most important elements of performing the EIR to be the role of public participation. We recognize the sensitivity of the communities in the region to the growing urbanization of the Victor Valley, and the need to balance these concerns against the long-term mobility needs for both the local and regional traffic passing through the corridor. Consequently, significant attention will be paid by SANBAG and the consultant to public outreach throughout the EIR process.

Public and resource agency outreach will be an important element in the preparation of the EIR. SANBAG desires that communities along the candidate alignments be afforded ample opportunity to review and comment on alignments prior to the identification of a preferred alignment that can be included in local General Plans. Communities will also have an opportunity to provide input to the

adoption of the alignment within the local General Plan amendment process, subsequent to the preparation of this EIR.

Task 3.1: Scoping Meetings

Two formal scoping meetings shall be conducted to solicit from the public the scope of the significant issues that should be addressed in the EIR. The scoping meetings shall be held early in the process prior to the preparation of the technical studies. A court reporter shall record the proceedings of each of the scoping meetings.

Task 3.2: Public Outreach

Public outreach will involve multiple elements. Organized community groups or citizen associations along the corridor will serve as a primary vehicle for disseminating information and for obtaining input. The format for the exchange of information with these community groups will be determined through discussions with community leaders. It is estimated that up to 12 community meetings will be conducted to solicit input and provide information on subjects being addressed in the EIR. The goal is to provide residents potentially impacted by the project the maximum opportunity for input into the EIR process and to lay the groundwork for additional public outreach efforts that will be necessary as part of the future project-level EIS. In addition to the community meetings, two public hearings will be held following the release of the Draft EIR.

In addition to the meetings and hearings, the consultant will be expected to make presentations at up to eight meetings of city councils and the County Board of Supervisors and up to four meetings of the SANBAG Mountain/Desert Committee over the course of the project. Up to three fact sheets are anticipated explaining the status of the project at strategic points. This and other material may be placed on the SANBAG website.

Task 3.3: Resource Agency Coordination

The consultant shall assist SANBAG, local jurisdictions, and Caltrans in coordination with federal and state resource agencies. This shall include, at a minimum, the US Fish and Wildlife Service, the Army Corps of Engineers, the Environmental Protection Agency, the California Department of Fish and Game, State, regional water agencies, and such other agencies that may have permitting authority critical to determining the feasibility of the alignments or otherwise have an interest in the realignment of US-395. Although formal consultation with these agencies is not expected until the project-level EIR/EIS, it is desired that sufficient input be obtained from the resource agencies to identify an alignment that has a high likelihood of being determined to be feasible once the project-level EIR/EIS is complete. The consultant shall describe in their proposals an approach to resource agency coordination appropriate to the objectives of establishing a preferred alignment for US-395 in the context of this EIR.

Deliverables:

- Materials for scoping meetings and scoping meeting documentation
- Handouts and presentation materials to support the identified meetings
- Up to three fact sheets

Task 4: Preparation of Technical Studies

Although the EIR for the corridor will be a program-level, corridor-focused document, certain technical studies will be required to provide the basis for selection of a preferred alignment, including the following:

Cultural Resources: For each alignment within the corridor, records searches with the San Bernardino County Museum and other appropriate archeological data sources shall be conducted to determine the location of known archaeological sites and any prehistoric or historic resources that are listed on or eligible for the National Register of Historic Places. Documentation for compliance with Section 106 of the National Historic Preservation Act shall be completed as part of this task. Section 106 compliance shall include records searches for each alignment and field surveys to spot check areas in the vicinity of recorded sites or resources. New site record forms or updates to previous site records shall be performed for up to 100 affected sites. Detailed, 100 percent coverage field surveys would be conducted as part of the future construction level documents.

Biological Resources: The consultant shall conduct an overview-level analysis of biological resources issues for the US-395 corridor alignment. Biological resources shall be examined along at least a 500-foot wide swath that is centered on the alignments and include the footprints of potential interchanges. The analysis shall consist of a review of literature sources, examination of aerial photographs, field surveys, and preparation of a technical report on the survey results and potential project impacts. This shall include examination of biological studies conducted as part of development applications, general plans, and prior transportation studies in the corridor. The analysis shall provide general information on biological resources with a focus on sensitive resource issues. The report shall be suitable for inclusion as a technical appendix to the EIR.

The consultant shall review available literature sources (California Natural Diversity Data Base, California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California, and other pertinent sources) to summarize existing information on habitat types and reported locations of threatened or endangered species, or species otherwise considered sensitive. Preliminary habitat maps shall be prepared based on recent aerial photographs and other available sources.

Field surveys shall be performed to field-truth and refine habitat mapping and to assess habitat suitability for threatened, endangered, and other sensitive species. Areas that potentially qualify as wetlands, streambeds, and other jurisdictional waters shall be identified. Potential habitat linkages and wildlife corridors shall also be identified. The field survey should be an overview survey to identify sensitive habitat areas and areas that may require more detailed field analyses under future studies.

The consultant shall prepare a technical report documenting the results of the literature review and field surveys. The report shall include a general assessment of biological resources within the potential project alignments, identification of sensitive habitat types, a discussion of habitat linkage and wildlife corridor issues, a description of sensitive species that may occur within the alignments, and maps and other exhibits showing habitats and linkage/corridor locations. Potential impacts resulting from each of the alternative routes shall be analyzed based on available project plans. Mitigation measures shall be identified to offset any potentially significant impacts. The consultant shall identify any additional focused surveys that may be required for subsequent review of the routes.

Detailed, 100 percent coverage surveys (including protocol surveys for any threatened or endangered species) would be conducted as part of the future construction level documents. SANBAG will coordinate with Caltrans, FHWA, USFWS, and CDFG to confirm the scope and extent of work to be covered in this initial phase.

Floodplain Evaluation: Information on floodplains shall be obtained from mapping by the Federal Emergency Management Agency and from available data in General Plans. The consultant shall evaluate potential floodplain encroachments for the areas within the corridor right-of-way. A Floodplain Evaluation form shall be prepared.

Hazardous Waste: Records searches of agency databases shall be conducted to determine whether the corridor would impact known hazardous waste sites. Field surveys shall be conducted as appropriate to prepare a Hazardous Waste Initial Site Assessment the corridor.

Socioeconomics: A Background Socioeconomic Analysis shall be prepared to determine potential socioeconomic impacts of the US-395 corridor. The Background Socioeconomic Analysis shall provide a description of existing land use, housing, employment, and population conditions in the vicinity of the project alignments. The impact analysis shall address the potential impacts on the residential population and local business community within the project impact area for each alignment, including land use compatibility impacts associated with the proposed improvements. Discussions on environmental justice, right-of-way displacements, relocation assistance, business impacts, neighborhood cohesion, and fiscal impacts (i.e., estimated loss of property tax and sales tax revenues) shall be included. The analysis shall also address each alignment's consistency with relevant local, regional, and state regulations and plans. This shall include an assessment of potential indirect and cumulative effects of the US-395 realignment.

Parklands and Recreation: Information on public parklands and historic sites within the corridor right-of-way shall be evaluated.

Traffic: The Victor Valley Area Transportation Study will provide the traffic data needed to support the analyses in the US-395 Realignment EIR. VVATS will also provide a sufficient level of traffic analysis to determine lane requirements and interchange requirements for the facility. VVATS will also analyze level of service for 2030 and for a buildout scenario for the mainline, interchanges and the roadway system feeding the facility. The consultant for the US-395 Realignment EIR shall use the traffic analysis prepared as part of VVATS to evaluate the potential traffic impacts of the realignment on the surrounding communities.

Air Quality: Regional air quality modeling shall be prepared to determine if proposed improvements to the US-395 corridor would result in any exceedance of State or federal ambient air quality standards. Up to ten carbon monoxide (CO) hot spots shall be analyzed within the corridor, locations for which will be mutually determined by the consultant and SANBAG.

Noise: A noise study shall be prepared for the corridor to document existing and future noise levels along each alignment, with an emphasis on identifying impacts to sensitive receptors and estimating noise impact mitigation requirements.

Visual: A preliminary visual analysis shall be prepared to address potential visual impacts of the project alternatives within each corridor. A detailed visual analysis following the FHWA Visual Impact Assessment Guidelines for Highway Projects is not applicable at this stage of project development, but would be appropriate at the time a construction-level environmental document is prepared.

The visual analysis for this stage of project development shall describe the existing visual characteristics of the area surrounding each alternative and shall identify any significant visual resources. The potential visual impacts from implementation of project will be evaluated through the use of ground level photographs from viewpoints near the project site. Impacts shall be assessed in terms of modifications to landforms and other visual features, as well as any light and glare that may result from project implementation.

For each technical study, a stand alone technical report (draft and final versions) shall be prepared. Other technical evaluations such as public services/utilities and geology will be provided based on General Plan environmental setting data or other data available for the areas within the proposed project limits. Detailed studies would be conducted as part of the construction level document for the corridor. Other technical studies, or variations of the above technical studies, believed to be required to achieve project objectives shall be identified in the consultant's proposal.

Deliverables

- Draft and final technical reports, six copies of each, plus electronic media

Task 5: Screencheck Draft EIR

Appropriate environmental documentation pursuant to current CEQA requirements shall be prepared. Key inputs to the EIR will be generated during earlier portions of the work program. The environmental consequences of the proposed corridor will be analyzed as follows:

- Evaluation and analysis of specific characteristics of the Victor Valley as they affect and will be affected by the proposed US-395 realignment.
- Assessment of the environmental impacts that will be created by implementation of the US-395 Realignment based on established thresholds of significance.
- Formulation of conceptual mitigation measures that can be effectively implemented.
 - The following CEQA mandated topics will be addressed:
 - Any significant irreversible environmental changes that would be involved in the proposed action should it be implemented.
 - Unavoidable adverse impacts.
- Indirect and cumulative effects of the proposed US-395 realignment, in conjunction with the General Plan updates being conducted by the jurisdictions along the corridor.
- Preparation of evaluation matrices and accompanying texts that can be easily understood by agency staff, elected officials, and the public as a means of evaluating pros and cons of the US-395 alignments. This information will be used as a basis for discussion of the merits of each alignment, leading to a final definition and selection of "the project" for CEQA purposes.

These work efforts shall be compiled into a Screencheck Draft EIR, along with analysis of topical issues required by CEQA, an introduction, and project description. Two Screencheck Draft EIRs shall be prepared prior to public distribution of the Draft EIR. SANBAG will coordinate reviews of the Screencheck Drafts. The consultant shall provide 15 copies of each Screencheck Draft.

Deliverables:

- Two screencheck draft EIRs, 15 copies each

Task 6: Draft EIR

Following review and modifications to the second Screencheck Draft EIR, a Draft EIR and Notice of Completion shall be prepared and submitted to SANBAG for review and approval to circulate. The Draft EIR will be circulated for public review to the agencies listed on the NOP distribution list (as updated). Draft notices for publication in area newspapers will also be prepared. Public hearings will be conducted during the public review period. The consultant shall attend up to two public hearings to assist SANBAG, local jurisdiction staff and Caltrans staff in soliciting and responding to the public comments that will result from circulation of the Draft EIR for the project. Venues for public hearings will be determined jointly by SANBAG and other participating agencies, with consultant input.

Deliverables:

- Draft EIR, 25 copies plus electronic media
- Notice of completion
- Material to support public hearings

Task 7: Final EIR

At the close of the public review period for the Draft EIR, the consultant shall meet with SANBAG, Caltrans, and local jurisdiction staff to review any comments on the Draft EIR that were received, and to discuss potential responses to these comments. Once draft responses to comments are completed, they shall be submitted to SANBAG, Caltrans, and local jurisdiction staff for review and comment. Agency comments shall be incorporated into the Pre-Final EIR, which will also include the following.

- Draft EIR
- Technical appendices
- Findings of Fact and (if needed) Statement of Overriding Considerations
- Draft SANBAG Resolution certifying the EIR and selecting a preferred alignment
- Draft Notice of Availability of Final EIR

The Pre-Final EIR will be submitted to SANBAG, Caltrans, and the local jurisdictions for concurrent review. This shall include a refined or final definition of “the project,” as necessary, which will represent the US-395 realignment that can be adopted into local jurisdiction General Plans and upon which a Notice of Determination can be based. Once all comments are received, the consultant shall make revisions to produce a single check print of the Final EIR that will be circulated to SANBAG, local jurisdictions, and Caltrans for review. Following certification of the Final EIR, the consultant shall print up to 100 copies for distribution to agencies that submitted substantive comments on the Draft EIR. The EIR shall also be provided in electronic media. The consultant shall prepare draft transmittal letters for use by SANBAG.

Deliverables:

- Responses to comments on Draft EIR
- Final EIR, up to 100 copies
- Technical appendices
- Findings of Fact and (if needed) Statement of Overriding Considerations
- Draft SANBAG Resolution certifying the EIR and selecting a preferred alignment
- Draft Notice of Availability of Final EIR

ATTACHMENT B
DRAFT Standard Contract

CONTRACT NO: 07-017

EFFECTIVE DATE: September 11, 2006

by and between

San Bernardino Associated Governments

and

To Be Determined

for

Preparation of the US-395 Environmental Impact Report

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CONTRACT NO. 07-017

FOR

US-395 Realignment Environmental Impact Report

This Contract, entered into this 11th day of September, 2006, by the firm of _____
(hereinafter called CONSULTANT) whose address is:

and San Bernardino Associated Governments (hereinafter called SANBAG) whose address is:

1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

Whereas SANBAG desires CONSULTANT to perform services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1 Scope of Services

CONSULTANT agrees to perform Services set forth in Attachment "A", SCOPE OF SERVICES (which is incorporated herein by reference), in accordance with high professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing professional standards.

Article 2 Performance Schedule and Force Majeure

- 2.1 The Period of Performance by CONSULTANT under this Contract shall commence on September 11, 2006, and shall continue in effect for approximately fifteen months (12) months or until otherwise terminated or canceled as hereinafter directed, or unless extended by direction of SANBAG.

- 2.2 CONSULTANT shall not be considered in default in the performance of its duties and obligations with respect to schedule performance to the extent that the performance of any obligation is prevented or delayed by Force Majeure. In any event, CONSULTANT shall use its best efforts to minimize any schedule extension or additional cost to SANBAG resulting from such delay. Force Majeure includes, but is not limited to, acts of God or of the public enemy, acts or failures to act of other agencies, in either their sovereign or contractual capacity, voter initiatives, legal actions, changes in law, fires, floods, labor disputes, freight embargoes, unusually severe weather and interference caused by, or failure to act of, SANBAG, SANBAG's consultants (other than CONSULTANT), or other third parties. In every case, the failure to perform must be completely beyond the control and without the fault or negligence of CONSULTANT.

Article 3 Contract Price and Cost Principles

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services, compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in, or application to CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), shall not exceed _____.
- 3.2 Services to be provided under terms of this Contract are to be provided on a reimbursable cost plus fee basis and compensated for as set forth in Attachment "B" which is incorporated herein by reference. CONSULTANT'S fee for services is included in the total estimated Contract cost, as agreed upon, and noted in Attachment "B."
- 3.3 Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from SANBAG. It shall be CONSULTANT's responsibility to recognize and notify SANBAG when services not covered by the Scope of Services have been requested or are required.
- 3.4 CONSULTANT's rates will be fixed, as set forth in Attachment "B" for the duration of this Contract. The fixed rate will not be subject to adjustment.
- 3.5 The cost principles set forth in Part 31 of the Federal Acquisition Regulations System as constituted on the effective date of this Contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.

- 3.5.1 The CONSULTANT agrees to comply with Federal procedures in accordance with 49 CFR, part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 3.5.2 Any costs for which payment has been made to CONSULUTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Agreements to State and Local Governments.
- 3.5.3 Any subcontract, entered into as a result of this Contract shall contain all of the provisions of this Section 3.5.

Article 4 Availability of Funds

This Contract is awarded on the contingency of availability of funds. The obligation of SANBAG is conditioned upon the availability of funds that are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Services that will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve SANBAG from its obligation to compensate CONSULTANT for Services performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

Article 5 Taxes, Duties, Fees

CONSULTANT shall pay when due, and the compensations set forth in "Article 3" shall be inclusive of all a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

Article 6 Invoicing and Payments

- 6.1 The compensation of CONSULTANT as provided herein shall be payable in monthly payments, forty-five (45) calendar days after receipt by SANBAG of an invoice prepared in accordance with instructions below.
- 6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by SANBAG, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four to five week period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'S sole expense.
- 6.3 CONSULTANT shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during all periods prior to the period covered by any invoice have been paid in full. SANBAG may withhold payment of invoices until CONSULTANT furnishes such evidence.
- 6.4 CONSULTANT shall submit separate invoices (marked with SANBAG's Contract number) to SANBAG each month within fifteen (15) calendar days after the cutoff date, as follows:
 - 6.4.1 Progress invoices, for payments for Services (including additional Services authorized by SANBAG and added by a formal amendment to this Contract) completed by CONSULTANT during each progress billing period. The cutoff date for CONSULTANT's progress invoice shall be consistent from month to month. Each progress payment shall be for cost incurred plus the earned fee completed by CONSULTANT, as determined by SANBAG in accordance with the terms of this Contract and approved by SANBAG, as of the working day nearest the mutually agreed cutoff date. Payment shall not be construed to be an acceptance of Services.
- 6.5 SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT has delivered to SANBAG a statement and release satisfactory to SANBAG that CONSULTANT has fully performed Services pursuant to this contract, and that all claims of CONSULTANT and its subcontractors for Services will be satisfied upon the making of such payments; provided, however, that if CONSULTANT has made a claim for additional compensation which has not then been resolved under the dispute procedure set forth in Article 29, then SANBAG shall make such payments.

less disputed amounts, even though such dispute has not been resolved. Upon resolution of such dispute, any additional amount due CONSULTANT shall be paid by SANBAG.

Article 7 Documentation and Right of Audit

CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. Consultant shall upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.

Article 8 Responsibility of the Consultant

8.1 The CONSULTANT shall be responsible for the professional quality and accuracy of brochures, maps, reports and other services furnished by the CONSULTANT under terms of this Contract.

Article 9 Reporting Requirements/Deliverables

All reports and deliverables shall be submitted in accordance with Attachment "A."

Article 10 Permits and Licenses

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

Article 11 Technical Direction

11.1 Performance of Services under this Contract shall be subject to the technical direction of the SANBAG Contract Manager, or designee, as identified in Attachment "A," Scope of Services, attached to this Contract. The SANBAG Contract Manager will identify the designee in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the Contract period. The term "Technical Direction" is defined to include, without limitation:

11.1.1 Directions to the CONSULTANT that redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.

- 11.1.2 Provision of written information to the CONSULTANT that assists in the interpretation of drawings, reports, or technical portions of Service description.
- 11.1.3 Review and, where required by the Contract, approval of collateral materials, plans, and information to be delivered by the CONSULTANT to SANBAG under the Contract.
- 11.2 Technical direction must be within the Scope of Services in the Contract. The SANBAG Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:
 - 11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;
 - 11.2.2 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for Contract performance;
 - 11.2.3 Changes any of the expressed terms, conditions or specifications of the Contract; or
 - 11.2.4 Interferes with the CONSULTANT'S right to perform the terms and conditions of the Contract.
 - 11.2.5 A failure of the CONSULTANT and Contract Manager to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes."
- 11.3 All technical directions shall be issued in writing by the SANBAG Contract Manager or designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the SANBAG Contract Manager or designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the SANBAG Contract Manager or designee, falls within one of the categories defined in 11.2.1 through 11.2.4 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the

Contract Manager to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:

- 11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT's letter that the technical direction is or is not within the scope of the Contract.
- 11.4.2 Advise the CONSULTANT within a reasonable time that SANBAG will or will not issue a Contract amendment.

Article 12 Federal and State Mandatory Provisions

12.1 Equal Employment Opportunity/Nondiscrimination

- 12.1.1 In connection with the execution of this Contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.
- 12.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 12.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 12.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by SANBAG and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.5 In the event of the CONSULTANT's noncompliance with the Equal Opportunity clause of this Contract or any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).
- 12.1.6 The CONSULTANT shall include the provisions of paragraphs (12.2.1) through (12.2.6) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 112346 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as SANBAG may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by SANBAG, the CONSULTANT may request SANBAG to enter into such litigation to protect the interests of SANBAG.

12.2 Action for Handicapped Workers

- 12.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment,

upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Article 13 Conflict of Interest

- 13.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed.
- 13.2 No portion of the funds received by the CONSULTANT under this Contract shall be used for political activity or to further the election or defeat of any candidate for public office.

Article 14 Key Personnel

- 14.1 The personnel specified in 14.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services that are the responsibility of key personnel to other personnel, the CONSULTANT shall notify SANBAG reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by SANBAG. SANBAG also reserves the right to approve proposed substitutions for key personnel.
- 14.2 Key Personnel are:

Article 15 Representations

CONSULTANT agrees with SANBAG that services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that the firm is supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform to high professional standards that are generally accepted in the State of California.

Article 16 Proprietary Rights/Confidentiality

- 16.1 If, as a part of the Contract, CONSULTANT is required to produce products, then CONSULTANT, if requested by SANBAG, shall deliver to SANBAG the original of all such products, which shall become the property of SANBAG.
- 16.2 All materials, documents, data or information obtained from SANBAG's data files or any SANBAG medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this project by CONSULTANT without the express written consent of SANBAG.
- 16.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 16, Proprietary Rights/Confidentiality, which are produced by CONSULTANT for SANBAG in the performance and completion of CONSULTANT's Services under the Contract, until released in writing by SANBAG, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 16.4 CONSULTANT shall not use SANBAG's name or photographs of the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.
- 16.5 All press releases relating to the project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to by CONSULTANT and SANBAG.
- 16.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by CONSULTANT from or through SANBAG in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from SANBAG pursuant to a prior Contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or

indirectly, from SANBAG and who had, to CONSULTANT's knowledge and belief, the right to disclose the same.

Article 17 Terminations

- 17.1 Termination for Convenience. SANBAG shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve Work in progress and completed Work, pending SANBAG's instruction and shall turn over such Work in accordance with SANBAG's instructions.
- 17.1.1 CONSULTANT shall deliver to SANBAG, in accordance with SANBAG's instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG for payment in accordance with the terms hereof.
- 17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the Contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 17.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's equipment, if any, to it or its suppliers' premises, or to turn over work in progress and products in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.
- 17.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any services of CONSULTANT or its

subcontractors related to such failure until such failure is remedied; and/or c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the products and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

17.2.1 In the event of termination CONSULTANT shall deliver to SANBAG all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by SANBAG.

17.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

Article 18 Stop Work Orders

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, SANBAG shall have the authority to stop any operations of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 17. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by CONSULTANT.

Article 19 Claims

CONSULTANT shall give SANBAG written notice within seven (7) days after the happening of any event that CONSULTANT believes may give rise to a claim by CONSULTANT for an increase in the Contract Price or in the scheduled time for performance. Within fourteen (14) days after the happening of such events, CONSULTANT shall supply SANBAG with a statement supporting CONSULTANT's claim, which statement shall include CONSULTANT's detailed estimate of the change in Contract Price and scheduled time occasioned thereby. SANBAG shall not be liable for, and CONSULTANT hereby waives, any claim or potential claim of CONSULTANT of which CONSULTANT knew or should have known and which was not reported by CONSULTANT in accordance with the provisions of this Article. CONSULTANT agrees to continue performance of Services during the time any claim of CONSULTANT hereunder is pending. SANBAG shall not be bound to any adjustments in the Contract Price or scheduled time for CONSULTANT's claim unless expressly agreed to by SANBAG in writing.

and any such adjustments in the Contract Price so agreed to in writing shall be paid to CONSULTANT by SANBAG. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

Article 20 Insurance

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

- 20.1 Professional Liability Insurance coverage in an amount not less than \$1,000,000 per claim and in the aggregate. CONSULTANT shall secure and maintain this Insurance throughout the term of this Contract and for a minimum of three (3) years after completion and acceptance of Services by SANBAG.
- 20.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons providing services on behalf of CONSULTANT.
- 20.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 in the aggregate written on an occurrence form.
- 20.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 20.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include SANBAG as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to SANBAG, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services hereunder until the completion of such services.

Article 21 Indemnity

CONSULTANT agrees to indemnify, hold harmless, and defend SANBAG and their officers, employees (past and present), agents, and representatives from and against:

- 21.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and
- 21.2 All claims, actions, losses, damages, and/or liability arising from CONSULTANT's acts errors or omissions and for any costs or expenses incurred by SANBAG on account of any claim therefore, except where such indemnification is prohibited by law.

Article 22 Ownership of Drawings and Data

All drawings, specifications reports and other data developed by CONSULTANT under this Contract shall become the property of SANBAG when prepared, whether delivered to SANBAG or not.

Article 23 Subcontracts

- 23.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting subcontractors listed in the CONSULTANT's proposal, without first notifying SANBAG of the intended subcontracting and obtaining SANBAG's approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.
- 23.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by SANBAG, CONSULTANT shall furnish SANBAG a copy of the proposed subcontract for SANBAG's approval of the terms and conditions thereof and shall not execute such subcontract until SANBAG has approved such terms and conditions. SANBAG approval shall not be unreasonably withheld.

- 23.3 Approval by SANBAG of any services to be subcontracted and the subcontractor to perform said services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said services.

Article 24 Inspection and Access

SANBAG shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SANBAG, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory services or products.

Article 25 Independent Contractor

CONSULTANT is and shall be at all times an independent CONTRACTOR. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SANBAG shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

Article 26 Communications and Notices

- 26.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article 26. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name:

Address:

Attn:

Phone:

Fax:

For SANBAG:

Name: San Bernardino Associated Governments

Address: 1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410

Attn: Deborah Robinson Barmack

Phone: (909) 884-8276

Fax: (909) 885-4407

- 26.2 All communications pursuant to or in connection with this Contract shall be marked with SANBAG's Contract number.

Article 27 Disputes

- 27.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of SANBAG or duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 27.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

Article 28 Gratuities

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of SANBAG gifts, entertainment, payments, loans, or

other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

Article 29 Review and Acceptance

- 29.1 All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of SANBAG at any and all places where such performance may be carried on. Failure of SANBAG to make such review, or to discover defective Work, shall not prejudice the rights of SANBAG at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by SANBAG upon completion of all Services.
- 29.2 When Services have been completed and the products have been delivered to SANBAG, CONSULTANT shall so advise SANBAG in writing. SANBAG acceptance shall be based on those provisions set forth in the Scope of Services, Attachment "A" within thirty (30) working days of receipt of such notice, SANBAG shall give CONSULTANT written notice of final acceptance or any Services and Work which have yet to be completed or which are unsatisfactory.
- 29.3 In the event SANBAG does not accept Services or products as submitted then upon their subsequent completion, CONSULTANT shall again so notify SANBAG, and within the above specified time period SANBAG shall give CONSULTANT written notice of final acceptance or notice that the specified unfinished Services or products have not yet been completed or are still not satisfactory. In the latter instance, the foregoing procedures with respect to such specified unfinished Services or products will be repeated. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to SANBAG under this Contract or by law.

Article 30 Assignment

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

Article 31 Amendments

This Contract may only be changed by an amendment duly executed by CONSULTANT and SANBAG except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and SANBAG's Contract Manager or other duly authorized representative.

Article 32 Governing Law and Venue

This Contract shall be subject to the law and jurisdiction of the State of California. The parties acknowledge and agree that this agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

Article 33 Suspension of Services

- 33.1 SANBAG may at any time, and from time to time, by written Notice ("Suspension of Work Order") to CONSULTANT, suspend further performance of Services by CONSULTANT. Said Suspension of Services Order shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such Suspension of Work Order, CONSULTANT shall promptly suspend further performance of Services to the extent specified, and during the period of such suspension shall properly care for and protect all Services in progress. Such suspensions shall not exceed more than one hundred twenty (120) consecutive calendar days each, nor aggregate more than one hundred eighty (180) calendar days; and, if they do, CONSULTANT may, if it so elects by notifying SANBAG in writing, consider that this Contract has been terminated for convenience of SANBAG. If the Contract has not been so terminated by CONSULTANT, then SANBAG may at any time withdraw the Suspension of Services Order as to all or part of the suspended Services by written notice to CONSULTANT specifying the effective date and scope of withdrawal, and CONSULTANT shall resume diligent performance of Services for which the suspension is withdrawn on the specified effective date of withdrawal.
- 33.2 If CONSULTANT believes that any such suspension or withdrawal of suspension justifies modification of the Contract compensation, CONSULTANT may request additional compensation and CONSULTANT and SANBAG will attempt to negotiate a mutually acceptable change in compensation and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on a change in compensation, CONSULTANT may request adjustments to either the Contract Price or the scheduled time for performance in accordance with Article 19, Claims herein. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such suspension.

Article 34 Contingent Fee

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a Commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SANBAG has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Article 35 Entire Document

- 35.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 35.2 No agent, employee or representative of SANBAG has any authority to bind SANBAG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 35.3 As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

Article 36 Attorney's Fees

- 36.1 If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 21, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

To Be Determined

San Bernardino Associated Governments

By: _____

By: _____
Kelly Chastain, President
Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
Legal Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: June 16, 2006

Subject: Presentation on right-of-way preservation strategies being used for the proposed Mid-County Parkway in western Riverside County

Recommendation:* Receive presentation from Cathy Bechtel of the Riverside County Transportation Commission

Background: The preceding agenda item is a recommendation for approval of the Scope of Work for preparing an Environmental Impact Report for the realignment of US-395 in the Victor Valley. The objective of the EIR is to identify a feasible realignment of US-395 that can then be adopted into the General Plans of local jurisdictions, allowing right-of-way to be preserved for the new corridor.

The Riverside County Transportation Commission (RCTC) has been engaged in a similar effort in western Riverside County to identify alignments for the Mid-County Parkway and for the SR-79 realignment in the Hemet and San Jacinto areas. The Mid-County Parkway is a proposed 32-mile east-west limited access route for western Riverside County to relieve congestion, improve safety and help address future traffic demands. The route will connect SR-79 in the San Jacinto area with I-15 in the Corona area. RCTC and Caltrans are preparing a project-level Environmental Impact Report/Environmental Impact Statement (EIR/EIS) to obtain a Record of Decision on the preferred alignment and to secure the necessary permits and approvals. The State Route 79 Realignment Project is a proposed realignment of SR 79 between Domenigoni

*

Information Only.	<p style="text-align: center;"><i>Approved</i> <i>Mountain/Desert Committee</i></p> <p style="text-align: right;">Date: _____</p> <p style="text-align: right;">Moved: Second:</p> <p style="text-align: right;">In Favor: Opposed: Abstained:</p> <p style="text-align: right;">Witnessed _____</p>
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Parkway and Gilman Springs Road in the San Jacinto-Hemet area. RCTC is conducting environmental studies on a variety of alternatives for this project as well.

As the EIR/EIS documents are being prepared for these projects, RCTC is working closely with the local jurisdictions to ensure that right-of-way preservation processes are in place to assist in keeping viable alignment options open until final approvals are received. The right-of-way preservation strategy is based on the general alignment having been included in the Riverside County General Plan as of 2003 and is supported by pro-active land dedication and some early acquisition processes by RCTC along this corridor.

The right-of-way preservation strategy is similar to what will be required for the preservation of right-of-way for a realigned US-395. A presentation by RCTC will assist the Victor Valley jurisdictions in understanding the types of processes that will be useful for the US-395 corridor. It is important to anticipate the types of activities that will be required once a preferred route has been identified for the realignment of US-395.

- Financial Impact:*** This item has no direct impact on the adopted Budget. Staff activity associated with this item is consistent with the adopted Budget, Task No. 0640412, Victor Valley Transportation Plan.
- Reviewed By:*** This item is scheduled for review by the Mountain/Desert Committee on June 16, 2006
- Responsible Staff:*** Steve Smith, Principal Transportation Analyst

SANBAG Acronym List

1 of 2

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

SANBAG Acronym List

2 of 2

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996